

VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS 501 U.S. HIGHWAY 1

THURSDAY, OCTOBER 27, 2022 7:00 PM

Deborah Searcy Mayor David B. Norris Vice Mayor Susan Bickel President Pro Tem Darryl C. Aubrey Councilmember Mark Mullinix Councilmember

Chuck Huff Interim Village Manager Leonard G. Rubin Village Attorney

Jessica Green Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

1. Commendation – North Palm Beach Fire Rescue

APPROVAL OF MINUTES

- 2. Minutes of the Special Emergency Session held September 28, 2022
- 3. Minutes of the Regular Session held October 13, 2022

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 4. MOTION APPEAL OF PLANNING COMMISSION'S DENIAL OF 200 YACHT CLUB DRIVE PROJECT Consider a motion to grant the appeal and approve the application for site plan and appearance review with waivers; or deny the appeal and reject the application for site plan and appearance review with waivers.
- PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-18 CODE AMENDMENT IMPLEMENT THE RECOMMENDATIONS OF THE AD HOC COMMITTEE Consider a motion to adopt and enact on second reading Ordinance 2022-18 Amending Appendix C (Chapter 45) of the Village Code of Ordnances to implement the recommendations of the Ad-Hoc Committee; amending Article III, "District Regulations," by amending section 45-27, "R-1 Single-Family Dwelling District," to regulate the volume and massing of Two-Story Dwellings; amending Article VII, "Nonconforming Uses of Land and Structures," by amending Section 45-64, "Nonconforming Structures," to allow the reconstruction of Nonconforming Residential Structures under specified circumstances.

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.

- 6. RESOLUTION Announcing the date of the Village General Election and Run Off Election, if necessary; designating voting locations; 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; and designating the Canvassing Board.
- 7. **RESOLUTION** Approving an Agreement for Vote Processing Equipment use and Elections Services with the Palm Beach County Supervisor of Elections; and authorizing execution of the Agreement.
- **8. RESOLUTION** Approving and authorizing the purchase of Firefighter Protective Clothing (Bunker Gear) from Bennett Fire Products Company, Inc. at a total cost of \$28,090.08.
- 9. Receive for file Minutes of the Recreation Advisory Board meeting held 9/13/22.
- 10. Receive for file Minutes of the Golf Advisory Board meeting held 9/19/22.

OTHER VILLAGE BUSINESS MATTERS

- 11. RESOLUTION AMENDMENT TO CONTRACT FOR 4TH OF JULY FIREWORKS DISPLAY Consider a motion to adopt a resolution approving an Amendment to the Contract with Starfire Corporation to provide a Fireworks Display for the 2023 4th of July Celebration; extending the term for an additional one-year period and increasing the compensation to \$30,000; and authorizing execution of the Amendment.
- 12. RESOLUTION AMENDMENT TO CONTRACT FOR HERITAGE DAY AMUSEMENT RIDES Consider a motion to adopt a resolution approving an Amendment to the Contract with Big Fun, Inc. to provide amusement rides for Heritage Day 2023; extending the term for an additional one-year period and increasing the compensation to \$55,860; and authorizing execution of the Amendment.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

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

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



VILLAGE OF NORTH PALM BEACH COMMENDATION NORTH PALM BEACH FIRE RESCUE

WHEREAS, on September 28, 2022, the Southwest Coast of Florida suffered terrible loss and destruction as a result of Hurricane Ian; and

WHEREAS, the local Fire Rescue Departments were overwhelmed with calls for service; and

WHEREAS, those local Fire Rescue personnel, while serving their citizens had no time to attend to their own properties; and

WHEREAS, the fellowship of the Fire Service has a storied history of supporting their own in times of need, it was deemed appropriate for members of the North Palm Beach Fire Rescue Department to volunteer and join other fire rescue agencies to assist with recovery efforts at the properties of these Southwest Florida firefighters; and

WHEREAS, a crew of seven North Palm Beach Fire Rescue personnel, led by Captain Anthony Giarrusso and consisting of Firemedic John Abdul, Firemedic Steven Brandt, Firemedic Hannah McCord, Firemedic Stephen Talpesh, Firemedic Fred Vaccaro and Driver/Engineer Frank Winewski, traveled to the Southwest Coast between October 5 and October 7, 2022 and assisted in these recovery efforts in Port Charlotte, North Port, Punta Gorda and Bonita Springs.

NOW, THEREFORE, on this 27th day of October 2022, the Village Council of the Village of North Palm Beach recognize those North Palm Beach Fire Rescue personnel who participated in the aforementioned recovery efforts and thank them for representing their Department, and the Village of North Palm Beach, with dedication, selflessness and exemplary public service.



VILLAGE COUNCIL OF NORTH PALM BEACH



DRAFT MINUTES OF THE SPECIAL EMERGENCY SESSION VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA SEPTEMBER 28, 2022

Present: Deborah Searcy, Mayor

Susan Bickel, President Pro Tem

Darryl C. Aubrey, Sc.D., Councilmember

Mark Mullinix, Councilmember

Chuck Huff, Interim Village Manager

Len Rubin, Village Attorney Jessica Green, Village Clerk

Absent: David B. Norris, Vice Mayor

ROLL CALL

Mayor Searcy called the meeting to order at 10:30 a.m. All members of Council were present, except for Vice Mayor Norris. All members of staff were present, except the Village Attorney.

Mr. Huff gave an update on Hurricane Ian and requested that Council pass a resolution declaring a local state of emergency.

Police Chief Richard Jenkins gave an update on Hurricane Ian and the emergency preparation measures that were being undertaken by Palm Beach County and by the Village.

RESOLUTION 2022-84 – DECLARING LOCAL STATE OF EMERGENCY

A motion was made by Councilmember Mullinix and seconded by Councilmember Aubrey to adopt Resolution 2022-84 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY WITHIN THE VILLAGE DUE TO THE IMPACTS OF HURRICANE IAN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Thereafter, the motion to adopt Resolution 2022-84 passed with all present voting aye.

Mayor Searcy requested that updates on the Village's preparations for the hurricane be sent to residents.

ADJOURNMENT

With no further business to come before the Council, the meeting adjourned at 10:40 a.m.

Jessica Green, MMC, Village Clerk



DRAFT MINUTES OF THE REGULAR SESSION VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA OCTOBER 13, 2022

Present: Deborah Searcy, Mayor

David B. Norris, Vice Mayor Susan Bickel, President Pro Tem Darryl C. Aubrey, Sc.D., Councilmember Mark Mullinix, Councilmember

Chuck Huff, Interim Village Manager Len Rubin, Village Attorney

Jessica Green, Village Clerk

ROLL CALL

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

The Minutes of the Regular Session held September 22, 2022 were approved as written.

STATEMENTS FROM THE PUBLIC

Sal Garcia, 714 Northlake Ct., #108, stated that he was an employee in the Village's Public Works Sanitation Department and expressed the importance of the negotiations that took place to reach an agreement between the Village and the Federation of Public Employees. Mr. Garcia stated that he would be attending more Council meetings to express any concerns or ask questions on behalf of the Federation.

Bob Starkie, 36 Yacht Club Drive, expressed his concerns and gave highlighted points regarding the proposed 200 Yacht Club Drive project. Mr. Starkie thanked Council for returning his phone call and listening to his concerns.

Diane Smith, 37 Yacht Club Drive, thanked the Public Works Department employees for their service and expressed her concerns regarding the proposed 200 Yacht Club Drive project.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

<u>ORDINANCE 2022-18 CODE AMENDMENT – IMPLEMENT THE RECOMMENDATIONS</u> OF THE AD HOC COMMITTEE

A motion was made by Councilmember Aubrey and seconded by President Pro Tem Bickel to adopt on first reading Ordinance 2022-18 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES TO IMPLEMENT THE RECOMMENDATIONS OF THE AD HOC COMMITTEE; AMENDING ARTICLE III, "DISTRICT REGULATIONS," BY AMENDING SECTION 45-27, "R-1 SINGLE-FAMILY DWELLING DISTRICT," TO REGULATE THE VOLUME AND MASSING OF TWO-STORY DWELLINGS; AMENDING ARTICLE VII, "NONCONFORMING USES OF LAND AND STRUCTURES," BY AMENDING SECTION 45-64, "NONCONFORMING STRUCTURES," TO ALLOW THE RECONSTRUCTION OF NONCONFORMING RESIDENTIAL STRUCTURES UNDER SPECIFIED CIRCUMSTANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Bill Whiteford, Chair of the Ad Hoc Residential Code Committee, gave a brief history, update and explanation of the Committee and its recommendations.

Shawn Woods member of the Ad Hoc Residential Code Committee gave a brief presentation regarding home sales and the mortgage industry and how it related to homes within the Village. Mrs. Woods discussed and explained past and present United States real estate data on home sales, home prices, inventory, mortgage rates, affordability, closed sales within the last six (6) months and residential inventory within the Village.

Interim Community Development Director Alex Ahrenholz began a presentation regarding the Ad Hoc Residential Code Committee's code revision recommendations. Mr. Ahrenholz explained and discussed the adopted Zoning in Progress Standard which would expire on October 28, 2022. The goal of the Zoning in Progress was to discourage large blank walls and boxy architecture. Mr. Ahrenholz showed examples of homes that fit that description. Mr. Ahrenholz showed an example of a new home that was submitted under the ZIP standard with the second story being 54% of the area of the first floor and meeting the maximum 75% second story area requirement. Mr. Ahrenholz discussed and explained example regulations of other municipalities. Mr. Ahrenholz discussed and explained sidewall articulation solutions stating that the City of Winter Park required a two (2) foot articulation for every thirty-six (36) feet. Mr. Ahrenholz discussed and explained the proposed language of the ordinance that would revise the code related to single family homes and non-conforming uses and structures. Mr. Ahrenholz reviewed examples of second story setbacks between different sized homes and lots and showed examples. Mr. Ahrenholz concluded the presentation stating that the Planning Commission passed the proposed changes 6 to 0 and had discussion on clarifying wording of when the second story setback is measured. A one (1) story home that exceeds fifteen (15) feet for large entry could be interpreted to need a thirty (30) foot front setback. "The second story setback shall only be applicable to a two-story structure with a building wall that exceeds fifteen (15) feet in height."

<u>ORDINANCE 2022-18 CODE AMENDMENT – IMPLEMENT THE RECOMMENDATIONS</u> OF THE AD HOC COMMITTEE *continued*

Deborah Cross, 2560 Pepperwood Circle S, expressed her concern regarding the need for required articulation for a one (1) story home.

Mayor Searcy thanked staff and the Ad Hoc Residential Code Committee for all of their time and efforts in producing and presenting the code revision recommendations.

Vice Mayor Norris asked for clarification on articulation requirements.

Mr. Whiteford explained and clarified when and if articulation requirements would need to be addressed in a new home. Discussion ensued between Mr. Whiteford and Council.

Councilmember Mullinix thanked the Ad Hoc Residential Code Committee and expressed his concerns with the proposed code revisions. Councilmember Mullinix stated that he could not support the revised code as presented and recommended having a professional firm write the code revisions.

Discussion ensued between Council, Mr. Rubin and Mr. Ahrenholz regarding concerns on particular wording in Section 45-27(D)(4) addressing the applicability of the second story setback and Section 45-27(E) addressing the applicability of the building wall articulation requirement.

Mr. Rubin stated that the proposed ordinance would be brought back for second reading with the recommended revisions.

Thereafter, the motion to adopt on first reading Ordinance 2022-18 passed 4 to 1 with Mayor Searcy, Vice Mayor Norris, President Pro Tem Bickel and Councilmember Aubrey voting aye and Councilmember Mullinix voting nay.

President Pro Tem Bickel stepped out of the meeting.

CONSENT AGENDA APPROVED

Councilmember Mullinix moved to approve the Consent Agenda. Councilmember Aubrey seconded the motion, with all present voting aye. The following items were approved:

Motion approving the suspension of the 11/24/22 and 12/22/22 Council meetings in observance of national holidays.

Resolution approving a proposal from Advance Recreational Concepts LLC for the purchase of new playground equipment for Anchorage Park and approving a proposal from Play Space Services, Inc. for the installation of the equipment, construction of an ADA Compliant Pathway to the playground and installation of mulch and sod at a total cost of \$55,530.57; and authorizing execution of the Contracts.

Resolution approving a Third Amendment to the Cross Parking Agreement with the First Unitarian Church and to extend the term and modify the annual payment to \$6,450; and authorize execution of the Third Amendment.

Receive for file Minutes of the Golf Advisory Board Meeting held 8/15/22.

President Pro Tem Bickel returned to the meeting.

RESOLUTION 2022-87 – FPE COLLECTIVE BARGAINING AGREEMENT

A motion was made by Vice Mayor Norris and seconded by Councilmember Aubrey to adopt Resolution 2022-87 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE AND THE FEDERATION OF PUBLIC EMPLOYEES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff stated that the negotiation process for the Collective Bargaining Agreement was the best negotiation he has experienced out of all past negotiations he had been a part of.

Human Resources Director Renee Govig discussed and explained the negotiated changes to the Collective Bargaining Agreement. Ms. Govig expressed appreciation to Mr. Garcia for his help in the negotiation process.

Mayor Searcy and Councilmember Mullinix expressed their gratitude to the Village employees that are part of the Federation of Public Employees.

Thereafter, the motion to adopt Resolution 2022-87 passed unanimously.

<u>RESOLUTION 2022-88 – AMENDMENT TO CONTRACT FOR BUILDING INSPECTION</u> SERVICES

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to adopt Resolution 2022-88 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONTRACT WITH HY-BYRD INCORPORATED TO PROVIDE BUILDING INSPECTION SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Ahrenholz explained that the Amendment was to extend the term of the contract with Hy-Byrd, Inc. for building inspection services through Fiscal Year 2023.

Thereafter, the motion to adopt Resolution 2022-88 passed unanimously.

RESOLUTION 2022-89 – UNDERGROUND STORMWATER DRAINAGE SYSTEM CAMERA

A motion was made by President Pro Tem Bickel and seconded by Councilmember Mullinix to adopt Resolution 2022-89 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF ONE ENVIROSIGHT ROVVER X CRAWLER CAMERA TO INSPECT THE VILLAGE'S UNDERGROUND STORMWATER DRAINAGE SYSTEM FROM ENVIRONMENTAL PRODUCTS GROUP, INC. D/B/A ENVIRONMENTAL PRODUCTS OF FLORIDA PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CITY OF TALLAHASSEE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2022-89 – UNDERGROUND STORMWATER DRAINAGE SYSTEM CAMERA continued

Field Operations Manager Marc Holloway discussed and explained the purpose of the camera and why it was necessary. The camera would give staff a more proactive approach in addressing any potential issues with the Village's underground stormwater drainage system. Mr. Holloway discussed and explained the usage, maintenance and warranty of the remote controlled camera system,

Thereafter, the motion to adopt Resolution 2022-89 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy thanked all Village staff for their hard work in preparing for Hurricane Ian. Mayor Searcy thanked Leisure Services staff for a successful Touch a Truck event. Mayor Searcy announced that the new Fire Truck for the Fire Department had arrived and that there would be a wash down and push in ceremony scheduled for the truck in November. Mayor Searcy invited residents to come out for the Christmas Tree Lighting Ceremony.

President Pro Tem Bickel announced that the North Palm Beach Symphony Concert would be taking place on December 5th. President Pro Tem Bickel asked Head Golf Professional Allan Bowman to discuss the new jars of honey that were being sold at the Country Club.

Mr. Bowman stated that honey was retrieved from bee hives at the Country Club. One hundred and thirty- three (133) pounds of honey had been harvested, jarred and labeled with the Village's logo on the jar and were being sold at the Country Club golf shop for eleven dollars (\$11).

Councilmember Mullinix stated that there were overgrown tree branches on five (5) different trees at Lakeside Park that needed to be cut back. Councilmember Mullinix asked if the time for Council meetings could be changed back to 7:30 p.m.

Councilmembers did not agree that it was conducive to change the time of Council Meetings from 7 p.m. back to 7:30 p.m.

President Pro Tem Bickel stated there were some complaints regarding safety concerns with the current playground equipment at Anchorage Park.

Director of Leisure Services Zak Sherman explained the issues and what was being done to resolve them until the new playground equipment was installed. Mr. Sherman stated that he would post signs warning of the potential hazards on the old playground equipment.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff thanked Village staff for their efforts and teamwork in preparing for Hurricane Ian.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:23 p.m.

Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Alex Ahrenholz, Acting Director of Community Development

DATE: October 27, 2022

SUBJECT: MOTION - Appeal of Planning Commission's Denial of 200 Yacht Club Drive

Project

Summary of request:

At its September 6, 2022 meeting, the Village of North Palm Beach Planning Commission reviewed the application for site plan and appearance approval with waivers filed by Robbins NPB LLC, the owner of 4.09 acres of real property located on the southeast corner of Yacht Club Drive and U.S. Highway One at 200 Yacht Club Drive. The Applicant was initially seeking approval of 181 residential units and 1,578 square feet of commercial space on the Property, including four live-work units. During the approval process, the Applicant agreed to reduce the number of units to 177 and increase the amount of commercial space to 5,802 square feet.

The Planning Commission raised various issues with the proposed Project, including, but not limited to, the requested waivers, density, traffic circulation and consistency with both the Village Comprehensive Plan and the Village's Citizens' Master Plan. Ultimately, the Planning Commission voted to deny the Project, finding that the waiver from Section 45-31(G)(3) of the Village Code, requiring a seven-foot perpetual sidewalk dedicated to the Village along the U.S. Highway One frontage, did not meet the criteria for a waiver set forth in Section 45-51 of the Village Code. The motion to deny passed by a vote of 5 to 2, and a copy of the Planning Commission's Order is attached.

Section 45-51(1) of the Village Code requires that an applicant requesting a waiver "demonstrate that the waiver provides a public benefit, including, by way of example, high-quality architectural design, pedestrian amenities, no cost dedication of rights-of-way, construction of public parking, public art or other improvement adjacent to the property, preservation of environmentally sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on village services." Section 45-51(3) requires, among other things, consideration of the following factors when evaluating waiver requests:

- The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived;
- Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded:
- Whether the request clearly demonstrate the public benefits to be derived;
- Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building and site design techniques desired within the Village's Appearance Plan;
- The effect of approving or denying the waiver on the development project and the surrounding area; and
- Consistency with the comprehensive plan.

On September 16, 2022, the applicant, through its legal counsel, filed an appeal of the Planning Commission's denial of the waiver pursuant to Section 45-51(6) of the Village Code. That section allows the applicant or any interested party to file an appeal to the Village Council on any decision on waivers. However, that section further provides that "such an appeal will also function as an appeal of the site plan and appearance review application." Because this is an appeal, the Village Council's review of the application shall be based solely on the record of the proceedings before the Planning Commission and is not a de novo review (or completely new hearing). The purpose of site plan and appearance review is to determine compliance with both the Village's land development regulations and its comprehensive plan. To that end, Staff has included a copy of the Staff Report and all supporting documentation presented to the Planning Commission for review by the Village Council in making its determination. Staff has also included the exhibits that were introduced during the course of the quasi-judicial hearing before the Planning Commission, as well as a draft copy of the Planning Commission minutes.

Recommendation:

Village Staff requests that the Village Council review the record of the proceedings before the Planning Commission and move to either: grant the appeal and approve the application for site plan and appearance review with waivers; or deny the appeal and reject the application for site plan and appearance review with waivers.



VILLAGE OF NORTH PALM BEACH, FLORIDA Application No. 2020-2238

ORDER DENYING APPLICATION FOR SITE PLAN APPROVAL WITH WAIVERS

Applicant: Robbins NPB LLC, Property Owner

Property Location: 200 Yacht Club Drive, North Palm Beach, FL 33408 ("Property")

Legal Description: Lot 1, Marina Addition to the Village of North Palm Beach according to

the plat thereof recorded in Plat Book 27, Page 98 of the Public Records

of Palm Beach County, Florida (PCN 68-43-42-09-02-000-0010)

Lots 14 and 15, Yacht Club Addition to the Village of North Palm Beach according to the plat thereof recorded in Plat Book 26, Page 249 of the Public Records of Palm Beach County, Florida (PCN 68-43-42-09-01-

070-0140)

Lot 13 and the North 64 feet of Lot 12, Yacht Club Addition to the Village of North Palm Beach according to the plat thereof recorded in Plat Book 26, Page 249 of the Public Records of Palm Beach County, Florida

(PCN 68-43-42-09-01-070-0121)

Zoning District: C-MU US-1 Mixed Use District

Original Request: Request for Site Plan Approval with Waivers for 181 residential units

and 1,578 of commercial space on the Property, including 4 live-work

units ("Application")

THIS MATTER came before the Village of North Palm Beach Planning Commission for public hearing on September 6, 2022. After the considering the sworn testimony and other evidence presented by the Applicant and its agents, Village Staff and members of the public, the Planning Commission hereby makes by the following findings of fact:

- 1. The hearing was properly noticed in accordance with all Village Code requirements.
- 2. While members of the Commission expressed numerous concerns regarding density, traffic and consistency with both the Village Comprehensive Plan and the Village Master Plan, the Commission determines that the Applicant's request for a Waiver from Section 45-31.G.3 of the Village Code (requiring a seven-foot perpetual sidewalk easement

dedicated to the Village along the U.S. Highway One frontage) does not meet the criteria for necessary for a Waiver in the C-MU US-1 Mixed Use District as set forth in Section 45-51 of the Village Code of Ordinances.

Based on the foregoing findings of fact, the Planning Commission concludes that the evidence and testimony did not establish compliance with all applicable Village Code and Comprehensive Plan requirements and it is hereby ORDERED by the Planning Commission that the Applicant's request for Site Plan Approval with Waivers is hereby DENIED.

DONE AND ORDERED this 6 day of September, 2022.

VILLAGE OF NORTH PALM BEACH PLANNING COMMISSION

PLANNING COMMISSION

Conv Cross Chai

ATTEST:

Alex Ahrenholz, Acting Community

Development Director

Copies to:

Applicant

Urban Design Studio (Agent)

Brian Seymour, Esquire (Applicant's Attorney)

Leonard G. Rubin, Village Attorney





Village of North Palm Beach

BUILDING DEPARTMENT RECEIVED A DE APPEAL TO VILLAGE COUNCIL

2022/763

DATE	RECEIVED	

Appellant Information	Property Owner Information		
Contact Name: Robbins NPB LLC, Applicant Brian M. Seymour, Esq., Attorney	Name: Robbins NPB LLC		
Address: 777 S. Flagler Drive, Suite 500 East	Address: 120 Wells Ave		
City/State/Zip: West Palm Beach, FL	City/State/Zip: Newton Centre, MA 02459-3302		
Phone: (561) 650-0621	Phone: (561) 445-5105		
Fax: (561) 655-5677			
Email Address: bseymour@gunster.com	Name: Robbins NPB LLC Address: 120 Wells Ave City/State/Zip: Newton Centre, MA 02459-3302 Phone: (561) 445-5105 Fax: (561) 395-4783 Email Address: scstettner@gmail.com Aless all required statements have been made. Scheets if the space provided below is inadequate, PLANNING COMMISSION Appeal is made: Deer 6, 2022 decision as set forth in its Order Denying Wers determining that the Applicant's request for a Charles a seven-foot perpetual sidewalk easemer Contage, did not meet the necessary waiver criteria set adence in the record demonstrates that the waiver Support the Planning Commission's determination. Ares Periot Owner Property Owner Mitchell Robbins		
Describe decision of Planning Commission from which This is an appeal of the Planning Commission's Septer Application 2020-2238 for Site Plan Approval with Waiver from Section 45-31.G.3 of the Village Code, with dedicated to the Village along the U.S. Highway One forth in Section 45-51 of the Village Code. The only excriteria was met. No contrary evidence was presented to Please see attached for more detail.	mber 6, 2022 decision as set forth in its Order Denying aivers determining that the Applicant's request for a hich requires a seven-foot perpetual sidewalk easemen frontage, did not meet the necessary waiver criteria set vidence in the record demonstrates that the waiver		
	atures		
Ordinances. I also authorize the Village of North Palm Beach Cor Public Works Department (if applicable) to enter the property for Applicant Print Name Mitchell Robbins	mmunity Development staff, Fire Department, Public Safety and inspection on site. Property Owner		
Official	Use Only		
Application or appeal is granted or denied in accord	dance with the terms of following resolution:		
Staff Intake Date	p.		



ROBBINS NPB LLC 200 YACHT CLUB DRIVE P&Z# 2020-2238 APPEAL TO VILLAGE COUNCIL September 16, 2022

The Applicant, Robbins NPB LLC ("Robbins"), files this appeal pursuant to Sections 6-35 and 45-51(6) of the Village of North Palm Beach Code of Ordinances ("Village Code") based on the Planning Commission's improper denial of Robbins' request for site plan and appearance approval for a mixed-use building to be located at 200 Yacht Club Drive (the "Application").

The Planning Commission voted to deny the Application after a quasi-judicial hearing on September 6, 2022. It issued its decision on September 15, 2022, with a date of September 6, 2022. At the hearing, the basis stated for the denial of the Application was that the Planning Commission did not "agree" with the sidewalk easement waiver. The written denial states that certain standards are not met. This is discussed more fully below.

Record of Hearing

The record of the hearing consists of a presentation by Robbins' expert witnesses, presentation by staff, public comment, and the following documents:

- Staff Report for September 6, 2022 Planning Commission Hearing
- Staff Report for December 7, 2021 Planning Commission Hearing
- Minutes of December 7, 2021 Planning Commission Hearing
- Application Materials, including Justification Statement

The documents identified are all part of the Village records.

Inconsistency/Non-Conformity with Procedures/Criteria

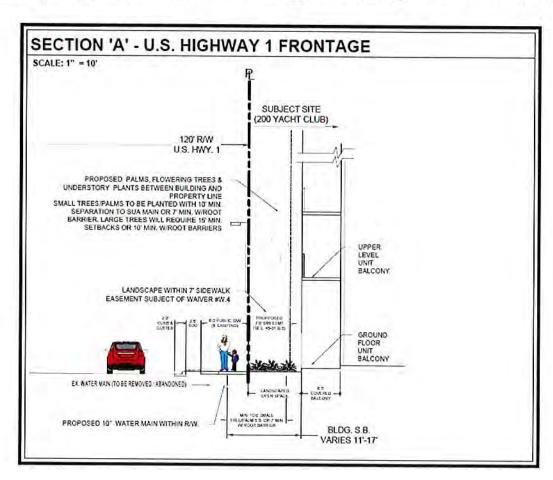
The action at issue was quasi-judicial in accordance with the requirements of the Village Appearance Code and applicable law. As such, the Planning Commission's decision to deny the Application must be based on *competent substantial evidence*. At the hearing, Commission Member Thomas Hogarth stated the basis for denial of the Application: "I'm going to move to deny this application because I do not agree with the waiver, specifically the sidewalk easement waiver." The written decision of the Planning Board provides the following as the sole basis for denial:

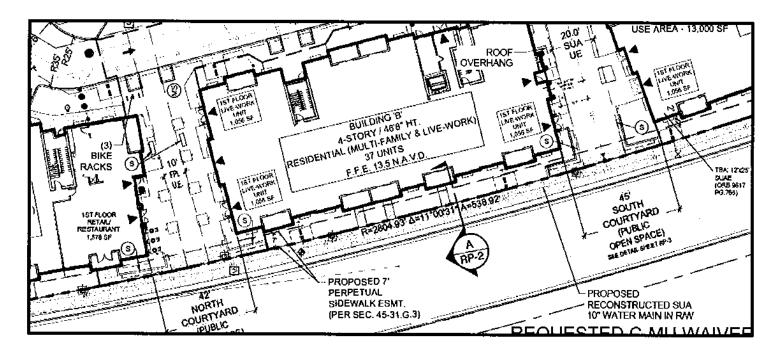
"[T]he Commission determines that the Applicant's request for a Waiver from Section 45-31.G.3 of the Village Code (requiring a seven-foot perpetual sidewalk easement dedicated to the Village along the U.S. Highway One frontage) does not meet the criteria for [sic] necessary for a Waiver in the C-MU US-1 Mixed Use District as set forth in Section 45-51 of the Village Code of Ordinances."

Section 45-31.G.3 provides that properties in the C-MU district that abut US Highway 1 dedicate a 7-foot perpetual sidewalk easement to the Village along the US Highway 1 frontage. The purpose of this requirement is to enhance non-vehicular travel.

Section 45-51 allows for a waiver from this requirement if the evidence shows that specified standards are met. Specifically, Section 45-51(1) states that the Applicant demonstrate that the waiver provides a public benefit. Section 45-51(1) then identifies some, though not all, potential public benefits, such as "high-quality architectural design, pedestrian amenities, not [sic] cost dedication of rights-of-way, construction of public parking, public art or other improvements adjacent to the property, preservation of environmentally-sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on village services." (emphasis added).

The Applicant proposed a waiver of the requirements of Section 45-31.G.3. As noted in the Justification Statement, "the sidewalk easement is incorporated as part of the subject property site plan with an alternative design that includes a widened public sidewalk within US-1 with direct pedestrian connections to the site's private and public open space areas." The Justification Statement also notes that this design "will meet the intent of the regulations." Specifically, the Application identifies an 8-foot wide sidewalk with sidewalk connections to public and private open spaces, as well as a 7-foot wide landscaped open space area planted with palms, flowering trees, and other plantings between the building and the sidewalk. These are shown on the regulating plan and site plan submitted with the Application, excerpts of which are shown below.





The proposed design, including the waiver at issue in this appeal, provides for a more comfortable pedestrian experience, increases open spaces, and enhances the design by "softening the edge of the building" at the pedestrian level. This is consistent with the identified public benefits in Section 45-51(1) of the Village Code, including high quality architectural design, pedestrian amenities, and public open spaces.

The Village Code further identifies the specific criteria for the Planning Commission's evaluation of the proposed sidewalk easement waiver. These criteria are contained within Section 45-51(3) of the Village Code. Section 45-51(4) of the Village Code then identifies the findings that the Planning Commission was to make: (1) the alternate is acceptable for the specific site and building; (2) the proposed waiver does not detract from the design principles supporting the zoning district or intent of the Code; (3) the waiver is not injurious to surrounding properties or nearby neighborhoods; and (4) the proposed waiver is not inconsistent with the Comprehensive Plan.

The Justification Statement explains how each of the standards contained in Section 45-51 are met. Further, both the December 7, 2021 staff report and the September 6, 2022 staff report note that the Village Code requirements are met.

Upon reviewing the proposed waiver on December 7, 2021, the Planning Commission found that the requested sidewalk waiver met the requirements of the Village Code. The waiver had not changed since the Planning Commission's determination on December 7, 2021. Moreover, there was no evidence presented at the September 6, 2022 hearing that the proposed sidewalk waiver did not meet the requirements as set forth in the Village Code. The only competent substantial evidence in the record demonstrates that the proposed sidewalk waiver satisfies the Village Code requirements described herein.

The Planning Commission, sitting in its quasi-judicial capacity, had a limited role in considering the Application: to consider the evidence presented at the hearing and to apply the Village Code

P&Z# 2020-2238 Appeal to Village Council September 16, 2022 Page 4 of 4

to that evidence. However, instead of doing so, the Planning Commission voted to deny the Application without any evidence supporting such determination. This violates the requirements and procedures of the Village Code.

Requested Relief

Because the Planning Commission denied the Application solely based on its disagreement with a waiver that is permitted by the Village Code, despite the only evidence being that the requirements were met, the Village Council must overturn that finding and approve the proposed development. *See* Section 6-35 and 45-51(6) (noting that the Village Council disposition of an appeal is final).

Brian M. Seymour, Esq.

Attorney for Appellant

PAYMENT SUMMARY RECEIPT

VILLAGE OF NORTH PALM BEACH 501 U.S. Highway #1 North Palm Beach FL 33408

DATE: 09/16/22 CUSTOMER#: 000000000 TIME: 13:38 CLERK: kmorrone

RECPT#: 91525 PREV BAL:
TP/YR: MS/2022 AMT PAID:
BILL: ADJSTMNT:
EFF DT: 09/16/22 BAL DUE:
PERMITS/INSP PAYMENT 500.00

-----TOTALS-----

PRINCIPAL PAID: INTEREST PAID: ADJUSTMENTS: DISC TAKEN: 500.00 .00

AMT TENDERED: 500.00
AMT APPLIED: 500.00
CHANGE: .00

PAID BY: PAYMENT METH: CREDIT CARD PAYMENT REF: 20221763



Village of North Palm Beach

Department of Community Development 420 U.S. HIGHWAY ONE, SUITE 21 • NORTH PALM BEACH, FLORIDA 33408 561-882-1156 • FAX 561.841.8242 • WWW.VILLAGE-NPB.ORG

DATE: September 6, 2022

TO: Planning Commission

FROM: Alex Ahrenholz, AICP, Acting Community Development Director

RE: 200 Yacht Club

September 6, 2022 Meeting

P&Z# 2020-2238

Location:	200 Yacht Club Drive. SE corner of US-1 and Yacht Club Drive
PCN:	68342090200000010;68434209010700140; 68434209010700121
Request:	An application submitted by Urban Design Studio on behalf of Robbins NPB LLC for a Site Plan with waivers for 181 multi-family units and 1,578 SF of commercial.

I. PROJECT INTRODUCTION

The property is approximately 4.09 acres with a Commercial Future Land Use (FLU) designation and a C-MU US-1 Mixed-Use District zoning designation. The proposed project includes 181 residential units and 1,578 square feet of commercial space. Of the 181 residential units, six are townhomes adjacent to the rear alley and four (4) are currently shown as "live-work units". A proposed condition of approval requires those units to be constructed as commercial space for a total of 5,802 square feet of commercial, reducing the residential units to 177. Buildings on the site range from three to four stories with public courtyards adjacent to the commercial units. The project includes three separate lots, one of which contains an existing 11,060 square foot office building. The other two lots previously had a 250 seat restaurant and a 179 seat restaurant. These two lots have remained vacant for several years, with little redevelopment interest due to existing vacancy rates along the US-1 corridor.

II. UPDATE SINCE DECEMBER 2021 MEETING

The previous application included 206 residential units within 5 story buildings. The Planning Commission approved the request by a 5-1 vote on December 7, 2021. Village Council heard concerns from many adjacent residents regarding density, height, rental vs. ownership, storm water impacts, and traffic on the alley as well as potential traffic backups at the intersection of Yacht Club Drive and US-1. The applicant decided to redesign the project and eliminate the 5th floor waiver request. Without that request as part of the application, the project is no longer required to be approved by the Village Council. Because the project has been redesigned from the originally approved request, the application is back before the Planning Commission for final approval.

Through the adoption of Ordinance No. 2022-10 on May 12, 2022, the Village Council amended Section 45-2 *Definitions* of the Village Code of Ordinances. When the Village Council enacted Ordinance 2020-

06, providing for a form-based commercial zoning code along US-1, the definition of the term *Dwelling Unit* contained the following language:

For purposes of computing residential density in commercial zoning district that allow mixed uses, a dwelling unit that contains only one bedroom, or no separate bedroom, will be counted as one-half a dwelling unit.

Although the Council subsequently repealed this language, the applicant submitted its development application when this provision was still in effect. Consequently, the Village is required to evaluate the application under the then-existing regulations, including the one-half dwelling unit calculation for one-bedroom units when computing residential density in the C-MU US-1 Mixed-Use District.

With the fifth floor eliminated, the difference in unit breakdown between the original request and the current request can be found in the table below. The number is parentheses is the effective number of units to calculate density.

	Original Request	Current Request	Difference
One-bedroom units (half unit	118 (59)	97 (49)	-21 (-10)
density reduction)			
Two-bedroom units	82	74	-8
Townhome	6	6	-
Live/work	4	4	-
Total units (half unit reduction)	206 (147)	181 (133)	-25 (-14)

Both requests have included 1,578 SF of commercial within Building A and four (4) live/work units between Buildings B and C. Staff believes there is a market for more commercial on the ground floor and seeks further activation along the US-1 corridor for the project to truly be a benefit to the community. Therefore, staff has added a condition of approval requiring the applicant to construct the live/work units as commercial. If they are not leased within two (2) years, they may be converted to live/work or residential units. The applicant has agreed to this condition.

The site will have forty-four (44) parking spaces over code requirements, which will serve as parking for the commercial use, residential guests, and occasional events within the plazas. The surface parking areas between the garage and residential buildings have sixteen (16) spaces specifically reserved for these uses.

The proposed twenty (20) foot right-of-way was originally approved by the Planning Commission with a condition for \$125,000 be paid to the Village for its eventual construction. Because there is a public concern of traffic back up at the intersection of Yacht Club Drive and US Highway 1, staff has added a condition of approval requiring the applicant to construct a westbound, one-way road within that twenty (20) foot area. Because US Highway 1 is a state road, this construction is pending approval of the access point by the Florida Department of Transportation (FDOT). The applicant has agreed to this condition.

III. IMPLEMENTATION OF THE CITIZEN'S MASTER PLAN AND FORM-BASED CODE:

This project is the first to be submitted and reviewed since the adoption of the new commercial zoning regulations. Because of this, it's important to provide background information and place the proposal in the appropriate context since the project represents a significant departure from the Village's existing development pattern. Additionally, it is important to highlight the components of the project that support the objectives of the Master Plan and the Code.

In 2016, the Citizen's Master Plan ("Master Plan") recommended creating a form-based code that will allow higher residential densities and mixed-use development as a means to stimulate redevelopment along the US-1 corridor. The Village hired renowned planning firm Dover, Kohl & Partners to develop a form-based code for the Village's commercial zoning districts. The Village and its consultants held eight public workshops between December 2018 and May 2019 at which public input was solicited and regulatory concepts were reviewed. Following several meetings with the Village Council and the Planning Commission, the new commercial code was adopted in late 2020. The CM-U US-1 Mixed Use District was created specifically for the portion of the US-1 Corridor between Yacht Club Drive and the Earman River.

The recommendations in the Citizen's Master Plan and the subsequent provisions in the new code were driven by regional economic influences. For instance, according to a market study conducted for the Village by economists at the consulting firm of WTL+, North Palm Beach had an office vacancy rate of 11.4% in 2020 (pre-Covid). The vacancy rate had increased from 6.9% in 2016 when the Citizen's Master Plan was adopted. Additionally, the retail vacancy rate along the US-1 corridor north of Northlake was 22% in 2020 (Attachment A). Due to competition from the PGA Corridor and Downtown West Palm Beach, filling the Village's existing office and retail buildings is challenging. The Village is a highly desirable place to live, and the creation of a walkable, mixed-use district with multi-family residential has been selected to be the best strategy to create a healthy US-1 corridor.

Objective 1.B of the Future Land Use Element of the Comprehensive Plan states, "The Village desires to enhance certain aging commercial corridors that have a Commercial Future Land Use designation, into walkable and bikeable centers of vibrant activity. Current business uses along these corridors will be supplemented with new residential and mixed-use development".

Additionally Policy 1.B.4 states "Residential and mixed- use developments may be approved in areas with a Commercial Future Land Use designation in order to achieve a mixed- use development pattern... The mixed- use provisions in the C-MU zoning district along US. Highway No. 1 between Yacht Club Drive and the Earman River, which are intended to evolve that district into a mixed- use development pattern that remains predominately commercial along US Highway No. 1." Though this project is not predominately commercial, the corridor currently has no residential uses, so this development is creating the mixed-use district in conjunction with the adjacent commercial uses.

Further, Section 45-31.A of the Village Code states, "This mixed-use district will encourage the redevelopment of the US Highway 1 corridor into a vibrant mixed-use place for businesses, visitors, and residents of North Palm Beach. A Citizens Master Plan, adopted in 2016, envisioned the US Highway 1 corridor evolving into a better working and living environment with walkable and bikeable streets, compact mixed-use buildings, and convenient access to many forms of transportation. The C-MU zoning district is a form-based code that uses clear and predictable standards to guide redevelopment into this pattern."

The applicant has designed a project that meets many of the overarching goals of the Citizen's Master Plan, the Village Comprehensive Plan, and the C-MU Code standards. For instance, the applicant's plan includes compact, mixed-use buildings that will allow residents in the new rental units as well as existing nearby residents to walk or ride bikes — or drive golf carts — to the commercial units adjacent to the pedestrian plazas.

The architecture is consistent with the Florida Vernacular style, one of the suggested architectural styles that is listed in the Village's new Architectural Guidelines. The site has been designed to have multiple

structures with varying rooflines and building heights. The buildings have been pushed closer to US-1, in order to conceal parking from US-1 and to create additional separation from single-family residential dwellings to the east. Public courtyards are located along US-1 that will be lined with commercial uses at a total of 5,802 square feet (with the live/work units converted). Adjacent to the courtyards is a pavered multi-use roadway that can hold special events, such as food truck night's or farmer's markets. The developer is also providing a 20-foot roadway easement on the southern portion of the property. A condition of approval is proposed for the construction of the westbound side to be completed with the project and the eastbound side would be completed with future redevelopment of the adjacent Gentry Building. This future roadway is consistent with the development pattern established in the C-MU zoning district and will assist in the distribution of traffic as this section of the corridor redevelops.

The project will introduce a multi-family residential product that is new to North Palm Beach, but is commonly found in other relatively affluent areas. North Palm Beach has a wide mix of housing types; from luxury high rise condos in Water Club and Old Port Cove, to moderately priced homes on smaller lots, to mansions on large waterfront lots, to reasonably priced condos in older buildings. However, the Village does not have a highly amenitized multi-family rental product that caters to young professionals and upwardly mobile renters. The project will have a rooftop pool, clubhouse, fitness center, yoga studio, bocce court, and coworking space, in addition to the adjacent commercial uses and public courtyards. These types of multifamily products can be found in other vibrant local communities and are essential to the creation of a healthy local economy.

The following table summarizes the FLU designation and zoning district of the subject property:

Future Land Use (FLU) Designation	Zoning Designation
Commercial	US-1 Mixed Use District (C-MU)

The following table summarizes the uses, FLU designations, and zoning districts of the surrounding properties:

	Zoning	Future Land Use	Existing Use
EAST	R-3 Apartment Dwelling; R1 Single Family	High Density Residential; Low Density Residential	Multi-family; Single Family Residential
NORTH	C-S Shopping Commercial D	Commercial	Gas Station with Car Wash
SOUTH	US-1 Mixed Use District (C-MU)	Commercial	Office
WEST	P-Public	Recreation/Open Space	North Palm Beach Country Club

IV. DEVELOPMENT REQUEST

The applicant is requesting 181 multi-family units on 4.09 acres. The standard density allowed within the C-MU zoning district is 24 dwelling units per acre, with the possibility of an additional 12 dwelling unit per acre density bonus for the provision of workforce housing. One bedroom units are each counted as 0.5 unit for density purposes under the previous zoning code provision that has since been modified. It's important to note that what is considered "workforce housing" in Palm Beach County may be considered expensive in other communities. The allowable rents for this program are generally around \$1,882-\$2,196 for one-bedroom units and \$2,259-\$2,635 for two-bedroom units. Essentially the workforce housing bonus ensures that some of the units cannot be luxury units.

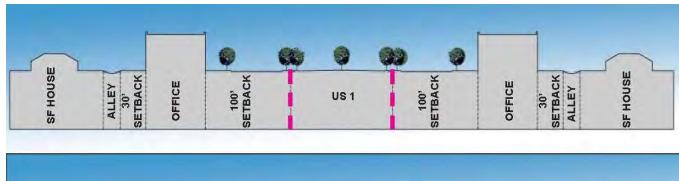
The proposed height and scale of the buildings is consistent with renderings in the Master Plan for the Yacht Club Drive area. The Master Plan noted that buildings in the Yacht Club Drive area vary between two and six stories. This image was included in the Master Plan as an inspiration for the scale of new buildings in the Yacht Club Drive area:



Figure 1: Image of new development along Yacht Club Drive (Master Plan)

The project is proposed to have a mix of building heights, including three primary residential buildings along US-1 that are four (4) stories high. The interior of the project has a four-level parking structure that is screened from the alley by three (3) three-story townhomes. The parking structure has been treated architecturally to look like a building, not a parking garage. The new CM-U code requires buildings to be 2 stories or lower within the rear 25 feet and 3 stories or lower within the rear 50 feet of the property in order to protect residential properties in the adjacent R-1 zoning districts. The project design is consistent with this provision.

One of the most important aspects of the new CM-U code is the utilization of build-to-zones, versus minimum setbacks. The previous code had large setbacks that resulted in "a sea of asphalt" parking lots along the street, with buildings pushed back closer to single-family homes in the rear. The CM-U code pushes buildings closer to the street to provide greater separation from single-family homes in the rear. The proposed project has setbacks that are 83' feet and 50' from the rear property line. This is demonstrated in the image below.



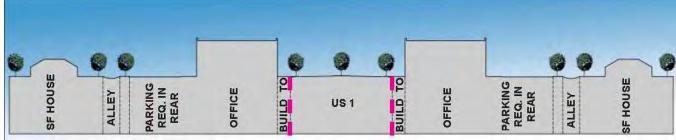


Figure 2: Image of setbacks compared to build-to-zones

V. PUBLIC INPUT AND NOTICES

Signs were posted on US-1 and Yacht Club Drive, an advertisement of the hearing was placed in the Palm Beach Post and courtesy notices were mailed to property owners within 500 feet of the subject site for the Planning Commission meeting on September 6, 2022

The applicant shared initial plans for the property at a well-attended Village open house in September 2020 and subsequently held another open house on September 16, 2021. The 2021 meeting was attended by several residents of multi-family units in the Yacht Club Drive corridor, who expressed concerns about traffic and impacts the project would have on them. Village staff has also coordinated conversations and smaller meetings with residents to address concerns and the applicant has contacted a few residents as requested.

VI. ANALYSIS OF APPLICANT'S REQUEST

A. Site Plan with Waivers

The new C-MU code allows the Planning Commission to grant waivers to certain development standards without the need for Village Council approval. The intent of allowing waivers in a site plan is similar to the same allowance within Planned Unit Developments and, namely to allow flexibility in design in exchange for better outcomes. Section 45-51.1 of the Village Code states as follows: "In the C-MU and C-NB zoning districts, waivers may be requested from certain regulations in this Code. An applicant requesting a waiver shall demonstrate that the waiver provides a public benefit, including, by way of example, high-quality architectural design, pedestrian amenities, no cost dedication of rights-of-way, construction of public parking, public art or other improvements adjacent to the property, preservation of environmentally-sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on village services."

The proposed project is providing several features which could be considered to be "public benefit". The project is providing a 20-foot access road at the south end of the property. The project also includes

significant pedestrian amenities, including a new bench and seating area for the Palm Tran bus stop at the US-1 and Yacht Club Drive intersection, an expanded sidewalk from 5 feet to 8 feet along US-1, and undergrounding of utilities. The applicant also intends to host community serving events such as farmer's markets and food truck nights. The Planning Commission and Village Council may also determine that the project provides public benefit by producing high-quality architectural design relative to the remainder of the US-1 corridor.

Analysis of Waivers Requested:

The applicant is requesting five waivers from code provisions in the table and further described in detail below:

WAIVER #	CODE SECTION	REQUIREMENT	PROPOSED	WAIVER				
W.1	45-31.D.2, Table 4 Building Frontage: Storefront	Build-to zone: 5' max.	hax. Bldg.A North: 12' max. Bldg.A North: 7' INCRE the build-to zone Bldg. C West: 1' INCRE the build-to zone					
		Building Frontage: 60% min.	Bldg.A North: 56%	Bldg.A North: 4% REDUCTION				
		Door Recess: 5' Max.	Bldg.A North: 6.5' Bldg.A West: 6.5' Bldg. B West: 6.5' Bldg. C West: 6.5'	Bldg.A North: 1.5' INCREASE Bldg.A West: 1.5' INCREASE Bldg.B West: 1.5' INCREASE Bldg.C West: 1.5' INCREASE				
		Cumulative Storefront Width: 70% min.	Building A North: 40% Building B West: 42% Building C West: 39%	Bldg.A North: 30% REDUCTION Bldg.B West: 28% REDUCTION Bldg. C West: 31% REDUCTION				
		Transparency Ground: 70% min./Upper: 40% min.	Bldg.A North: 36% /26% Bldg. A West:65%/ 31% Bldg. B West:30%/ 31% Bldg. C West: 29% / 30%	34%/ 14% REDUCTION 5% / 9% REDUCTION 40% /9% REDUCTION 41% /11% REDUCTION				
W2.	6.115.C.2. Building Wall Signs	B. may display one (1) permanent accessory building wall identification sign facing each public street frontage on the principal building in which the complex is located, not to exceed a sign area of twenty (20) square feet.	Sign Type 1–Building Identity Sign: One (1) building identification sign each for Building A and Building C for up to a maximum of two (2) building identity signs.	Allow one building identification on a non-street frontage for Building C.				
W3.	6.115.C.2. Building Wall Signs	C. Maximum sign area of five (5) percent of the facade area if the front building setback is twenty-five (25) feet minimum.	Sign Type 2 – Tenant Sign: Maximum sign area of five (5) percent of the façade area with a front building setback of 0' due to code-required build-to-zones.	Removal of 25' Setback requirement.				

WAIVER #	CODE SECTION	REQUIREMENT	PROPOSED	WAIVER
W4.	45-31.G.3	A. A 7-foot perpetual sidewalk easement must be dedicated to the village along the US Highway 1 frontage	A 7-foot easement is proposed, however, landscaping encroaches into the easement.	Allowance of landscaping into sidewalk easement.

The Applicant has provided detailed explanations for why the requested waivers are consistent with the waiver standards enumerated within Section 45-51 of the Village Code of Ordinances. This information can be found on Page 12 of the applicant's justification statement.

Staff is supportive of the requested waivers. This is the first project to come forward utilizing the Village's new C-MU code. The new form-based code has many prescriptive code provisions that attempt to shape the form of buildings on a site. The applicant has come very close to meeting many of these provisions.

The design related aspects of Waiver 1 are intended to bring the building closer to the street and create a pedestrian friendly design at the street level. Due to the project not being entirely commercial on the first floor along US-1, minor deviations are needed from the storefront design standards. The code provisions in Waivers 2 and 3 relate to signage. When the C-MU code was adopted, a companion signage section to complement the new code was not created. The Village will eventually need to adopt new signage provisions within its code to accommodate the type of signage requests that are needed within the C-MU code. For instance, the building wall sign allowance in Section 6.115.C.2 requires a building to be setback 25 feet in order to be granted the allowable sign area, but the C-MU code requires building's to be located closer to the property line than 25 feet.

Waiver number 4 relates to a 7-foot perpetual sidewalk easement that is required to be dedicated to the Village along the US-1 Highway frontage. The code says that the easement must be paved at the time of development and shall be used to enhance non-vehicular travel along US-1. The applicant is proposing to dedicate the easement, but is seeking to allow landscaping within portions of the 7-foot easement. The applicant is proposing to expand the existing sidewalk an additional three feet westward, towards US-1, rather than use the entirety of the easement area as a navigable sidewalk. The applicant would like to create some separation utilizing landscaping between the public sidewalk and the entrances to the residents and businesses.

B. Site Plan Analysis

a. Traffic Analysis

The three parcels that comprise the site currently contain an 11,060 square foot office building. The site previously contained a 250 seat restaurant along Yacht Club Drive and 179 seat restaurant on the southern parcel. Both restaurants have been torn down for several years, and are no longer vested from a traffic concurrency perspective. However, the previous configuration of the property demonstrates that high intensity traffic generators have previously operated on the site. A trip generation analysis from the applicant's traffic engineer determined that the site in its previous configuration generated 209 AM peak hour trips and 189 PM peak hour trips. (See Exhibit B).

The applicant has provided a traffic study that notes the project will generate 83 new AM peak hour trips (31 in/52 out) and 101 PM peak hour trips (58 in/43 out). The proposed project will generate 126 fewer AM peak hour and 88 fewer PM hour trips than the previous configuration. The Village engaged traffic engineer Susan O'Rourke to review the proposed traffic study and has confirmed that the project meets the Village's traffic standards within Section 21-47.

At public workshops on the project, some residents suggested that the development will have negative impacts on the Yacht Club Drive intersection. The applicant's traffic study calculates that the largest impact to the intersection will be within the AM peak hour (8:00 am to 9:00 am). Existing counts at this intersection were conducted in February of 2020, before COVID disruptions and during peak population of seasonal residents. The intersection saw 80 westbound trips (55 left turns and 25 right turns). The proposed development will add 59 westbound trips (35 left turns and 24 right turns) for a total of 95 left turn vehicles over the course of that hour.

Per a memo from Susan O'Rourke, "there will be some delay with an expected queue of 5 to 6 vehicles. However, the overall intersection level of service is very good. If travel patterns change, the signal timing could be adjusted to give a little more time to the westbound movement." At most, the calculations show seven (7) cars stacked at the intersection between cycles for a total distance of 175 feet. The proposed driveway for this project will be located 225 feet from the intersection or a nine (9) car stacking distance.

The project will primarily utilize Yacht Club Drive for access, with secondary access from the service alley in the rear. The service alley runs from Yacht Club Drive to Anchorage Drive North, then continues south until it dead ends just south of Lighthouse Drive. The alley is currently used for a variety of modes of transportation, such as walking, biking, driving cars, golf carts, and delivery trucks. The project will have minimal impacts on the alley, per Susan O'Rourke, "the project anticipates a low level of usage of the alley with 5 to 6 vehicles using the alley in the peak hours." With the addition of the south road, there will be a few more cars redistributed to the alley and away from the Yacht Club intersection. Cars would only have to use the alley for approximately sixty (60) feet before exiting to the new road. Most cars would not go to the North Anchorage Drive intersection with this access added.

By design, alleys are intended for secondary use and very low speeds. The 20 foot width allows for two-way travel...widening of the alley would encourage additional volume at higher speeds. The applicant will be burying power lines along the portion of the alley adjacent to the proposed project. Long term, the Village intends to evaluate design techniques in the alley that will slow down traffic and make the alley more bicycle and pedestrian friendly.

b. <u>Easements</u>

The applicant is providing three different easements to the Village. Per section 45-31.G.3 of the Village Code, the property is required to provide a "7-foot perpetual sidewalk easement must be dedicated to the village along the US Highway 1 frontage, in a form acceptable to the Village Attorney." As previously stated, the applicant needs a waiver to encroach into this easement with landscaping. However, the applicant is proposing to expand the existing sidewalk in the right-of-way three feet to the west. This will result in an 8-foot wide sidewalk.

The second easement being provided is required by section 45-31.G.2, which states that "a 7-foot perpetual transportation and utility easement must be dedicated to the village along the alley, in a form acceptable to the Village Attorney." The applicant will be undergrounding the existing powerline that runs along the alley and will be providing landscaping within this easement area, along with an additional five-foot wide landscape buffer on the inside of the property. The Village has requested that the applicant provide grasses or groundcover immediately adjacent to the alley since narrowing the visual corridor of a street or alley tends to calm or slow down traffic. However, the apartment building to the immediate east of the property needs space for cars to back out and any vertical landscaping immediately next to the alley will limit the ability of those vehicles to turn around.

The third easement being provided is a twenty-foot wide easement on the south end of the property. This easement is not required by code, but is being granted to the Village for the creation of a new street to connect US-1 and the alley. The regulating plan that was adopted within the C-MU code encourages (but does not require) a new street to be created in this location. If the access is approved by FDOT, the applicant shall construct the westbound lane of the new street and it shall be completed as a two-way road when the property to the immediate south redevelops.

c. Landscaping

The applicant has proposed a significant amount of landscaping, exceeding the minimum requirements of the Village landscape code. Buffers are only required adjacent to parking areas and foundation plantings are required around 40% of the building facades, but the applicant has elected to add landscaping on all sides of the buildings. This will provide better visual separation to the right-of-ways and adjacent properties. Of the trees currently on site, 48 of 66 existing sabal palms are able to be relocated and utilized in the new landscaping. An additional six (6) live oak trees are healthy enough to be relocated as well.

All of the trees proposed for the site are drought tolerant and over half are native species to Florida. There is a healthy mixture of ornamental trees, shade trees and palms throughout the site, with no areas of simple repetition or monotony. Of the required 200 landscape points per section 45-87.D, 189 are provided from the relocated oak trees being well over the minimum 5-inch caliper at planting. An additional 100 points are achieved by creating the two public courtyards.

The courtyards were designed to have a pedestrian scale with ample shade provided by 8 large coconut palms in the Northern courtyard and a mixture of palm trees including coconut and date palms in the southern courtyard.

Along the alleyways, there will be various levels of hedging and shorter trees to greatly enhance the aesthetics of the corridor. The buffer adjacent to the northeast parking lot will provide coverage of headlights that would otherwise shine into the Corinthian condominium units to the East. The powerlines adjacent to the property will be undergrounded, so larger trees can be accommodated without interference.

Along Yacht Club Drive, utility work required by Seacoast Utility Authority (SUA) will eliminate the existing sabal palms in the right-of-way. Tall grasses are proposed to be planted to create a separation from the street to the sidewalk, but trees are not permitted by SUA as the roots

would interfere with the pipes over time. Foundation trees between the sidewalk and the building will provide some shade and visual interest.

C. Consistency With Comprehensive Plan

Staff has not identified any inconsistencies with the Comprehensive Plan. The project is consistent with several objectives, policies, and goals within the Comprehensive Plan. Notably, the project will meet the goals of Objective 1.B of the Future Land Use Element, which states, "The Village desires to enhance certain aging commercial corridors that have a Commercial Future Land Use designation, into walkable and bikeable centers of vibrant activity. Current business uses along these corridors will be supplemented with new residential and mixed-use development." Further Objective 6 states "The Village shall encourage infill development and redevelopment along the Northlake Boulevard and U.S. Highway No.1 corridors." Policy 1.B.4 states, "the mixed-use provisions in the C-MU zoning district along US. Highway No. 1 between Yacht Club Drive and the Earman River, which are intended to evolve that district into a mixed-use development pattern that remains predominately commercial along US Highway No. 1." Due to this being the first mixed-use project being proposed in the new C-MU district, the development pattern will remain primarily commercial through the corridor.

The project is consistent with the density allowed within commercial land use designations in the Comprehensive Plan. Policy 1.B.1.3 allows a maximum density of 24 units per acre, with a workforce housing bonus of an additional 12 units per acre for a total of 36 units per acre. The project is proposing 133 units for density calculations (utilizing the 0.5 dwelling unit provision for one bedroom units), which results in an overall density of 32.5 units per acre.

The applicant is proposing to construct all workforce units on site. A minimum of eighteen (18) units of workforce housing units must be provided, and a maximum of nine (9) units can be from the highest income bracket of 120-140% of median household income. Documentation of the construction and rental agreements of these workforce units has been included as a condition of approval.

The project is also consistent with Policy 1.A.1.b, which requires the provision of 5% of a site's land area for recreation and open space, through the creation of public plazas, which will be used for public events such as farmer's markets and food truck nights. The applicant is providing 7% of the site's area for this provision.

The project will also create a more walkable and pedestrian friendly environment and accomplish goals in the Comprehensive Plan and Citizen's Master Plan. The project is consistent with Policy 6.3, which states that "Development and redevelopment activities shall be transit-ready by maintaining access to Palm Tran, pedestrian accessibility by sidewalks and bikeways, and connectivity with neighboring residential and commercial areas." Additionally, Policy 4.5 states, "The Village shall promote mixed-use development along its major transportation corridors, and cooperate with Palm Beach County to develop new and improved forms of transit as a means of reducing greenhouse gas emissions resulting from traffic congestion."

D. Standards of Review

There are several relevant code sections that the Planning Commission shall consider during the review of this project, including, but not limited to:

Sec. 6-36. - Powers and duties of planning commission concerning the appearance code.

The planning commission shall have the following powers and duties:

- 1. To hold public hearings on and make recommendations for amendments to the appearance plan.
- 2. To consult with and cooperate with other committees and village departments, and any other municipal or governmental bodies, on matters affecting the appearance of the village.
- 3. To study exterior design drawings, landscape and site plans and materials for any proposed public works or public improvements and to make recommendations to the council or village manager as to the architectural or aesthetic aspects thereof.
- 4. To study and review preliminary and final plats and make recommendations to the village council.
- 5. To hold site plan and appearance review hearings, when required, and to issue or deny site plan and appearance approval for multiple-dwelling, commercial, mixed-use, and industrial buildings pursuant to the provisions of this division and the appearance plan in Appendix A of this Code.

Sec. 6-58. - Action of planning commission.

Upon consideration of an application, the planning commission shall issue site plan and appearance approval upon a finding that the plan conforms to the village appearance plan and other applicable land development regulations. This approval may contain special conditions in response to unusual aspects of the application or to ensure that the approval carries out village policies and codes without undue permitting delays. If the planning commission determines that these criteria are not met, the planning commission may provide such advice, counsel, suggestions and recommendations as it may deem necessary to guide the prospective applicant in the development of a plan which would comply with the requirements and purposes of the appearance plan and other village land development regulations.

Section 45-51- Waivers

- 1. In the C-MU and C-NB zoning districts, waivers may be requested from certain regulations in this Code. An applicant requesting a waiver shall demonstrate that the waiver provides a public benefit, including, by way of example, high-quality architectural design, pedestrian amenities, no cost dedication of rights-of-way, construction of public parking, public art or other improvements adjacent to the property, preservation of environmentally-sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on village services.
- 2. An application for such waiver may be made by any property owner or tenant or by a governmental office, department, board or bureau. Such applications shall be filed with the community development director of the village, using forms supplied by the director, who shall transmit the same, together with all the plans, specifications, application materials, and other papers pertaining to the application, to the planning commission. The applicant shall identify each waiver request in writing as part of the application, fully explaining the nature of the request, the extent to which it departs from a standard zoning regulation, and the basis for which it is sought.
- 3. The planning commission will hold a public hearing in conjunction with the site plan and appearance review hearing for the subject property (see sections 6-30—6-60). When evaluating waiver requests, the planning commission will consider the following factors and any additional criteria set forth in the relevant zoning district:
- a. The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived;
- b. Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded;
- c. Whether the request clearly demonstrates the public benefits to be derived;

- d. Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the Village's Appearance Plan;
- e. Whether the requested waiver can be granted in the zoning district;
- f. Any unusual circumstances regarding the property or immediate area, including the location of power lines, specimen trees, or shade trees;
- g. The effect of approving or denying the waiver on the development project and on the surrounding area;
- h. Consistency with the comprehensive plan;
- i. Recommendations of village staff;
- j. Testimony from the applicant; and
- k. Testimony from the public.
- 4. At the end of the public hearing, the planning commission will make a decision on each requested waiver. Approval is contingent on the planning commission making these findings and any additional findings set forth in the relevant zoning district:
 - a. The alternate standard proposed by the applicant is acceptable for the specific site and building;
 - b. The proposed waiver does not detract from the design principles supporting these zoning districts and the broader intent of this Code;
 - c. The proposed waiver will not be injurious to surrounding properties or nearby neighborhoods; and
 - d. The proposed waiver is not inconsistent with the Comprehensive Plan.
- 5. The planning commission's action on waivers will be considered a recommendation to the village council instead of a decision if a special exception was requested along with one (1) or more waivers, or if a waiver was requested for an extra story pursuant to 45-31.E.4, or if the concurrent site plan and appearance decision is appealed in accordance with section 6-35. The village council will make a decision on such waivers at the same time that a decision is made on all other aspects of the application.

V. CONCLUSION

Staff has analyzed the application for compliance with the requirement of the Village's Comprehensive Plan and Code of Ordinances and concludes that it is generally consistent. If the Planning Commission decides to approve the application, staff recommends the addition of the following conditions of approval to the development order:

Proposed Conditions of Approval:

- 1. Prior to certificate of occupancy, owner shall provide rental rates and breakdown of workforce housing units for review and approval by the community development department and the Village Attorney. The workforce housing units shall be consistent with Policy 1.B.2 of the Comprehensive Plan. The owner shall submit the rental rates and a breakdown of workforce housing units for review and approval by the community development department on or before January 1st of each year subsequent to the year in which the Village issues the certificate of occupancy.
- 2. The property owner shall host a minimum of 6 farmers market or food truck events per year. If the required number of monthly events is not held by the property owner, the Village shall be granted

- ability to provide one event, once per month, in coordination with the property owner. All such events shall be open to the public.
- 3. Live/ work units shall be constructed and leased as commercial spaces. They shall be maintained for a minimum of two (2) years. If there is no tenant occupancy after that time, the units can be converted to live/work or solely residential. Conversion construction shall be permitted through the Community Development Department and approved by the Community Development Director.
- 4. The commercial space adjacent to the two pedestrian plazas is intended to attract the general public to the area. They are appropriate if they provide services, entertainment, and/or retail sales for the general public. The commercial spaces adjacent to the pedestrian plazas shall not be used for non-service-related office space. Permitted uses will be reviewed and approved by the Village Manager and Community Development Director.
- 5. Commercial units are required to obtain a business tax receipt from the Village prior to operating the business
- 6. The owner shall not be permitted to utilize amplification of any kind on the amenity deck. The use of amplification shall require a special event permit from the Village.
- 7. Prior to the certificate of occupancy, if permitted by the Florida Department of Transportation (FDOT) and any other applicable governmental agencies, the Applicant shall construct a westbound one-way driveway, 10 feet in width, with a 3 -foot landscape area between the driveway and the adjacent property, within the 20 foot access easement as shown on the approved site plan. The applicant shall utilize its best efforts to obtain approval of the access point from FDOT. If FDOT does not grant approval, the property owner shall make a payment of \$125,000 to the Village for improvements prior to certificate of occupancy.
- 8. Per 45-31.E.4, rooftop facilities shall be sufficiently screened from the street and adjacent properties. Adequate trees, shrubs, or greenspace shall be provided on any active rooftop facility. A rooftop planting plan and location plan for any speakers shall be provided prior to issuance of vertical building permit for the parking garage building.
- 9. The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with oaks that are the largest caliper that is reasonably available from local nurseries.
- 10. Approval shall be obtained from Florida Power and Light (FPL) for the undergrounding of powerlines and utilities and all work shall be completed prior to commencement of vertical construction.
- 11. Prior to issuance of the first building permit for vertical construction, the Applicant shall revise plans to provide details of lighting fixtures that utilize dark-sky friendly techniques where feasible.
- 12. There shall be no parking in the seven-foot transportation easement in the driveways of the townhomes.
- 13. Irrigation plans shall be provided prior to approval of the first infrastructure permit.
- 14. A permit shall be obtained from Seacoast Utility Authority prior to the first infrastructure permit.
- 15. All infrastructure, including but not limited to fire hydrants, street lights, storm drains, etc. proposed on the approved site plan shall be maintained by the property owner. Fire hydrants shall be installed, tested and in service prior to construction, and a stabilized fire department access road shall be installed and maintained prior to and throughout construction.
- 16. Prior to the issuance of the first infrastructure permit, Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form and in an amount approved by the Village Attorney to assure completion of on-site roadways, drainage and utility improvements. As improvements are completed and accepted by the Village, the amount of the performance bond, letter of credit, escrow agreement or other acceptable surety may be reduced

- by a proportionate amount as determined by the Village Manager in consultation with the Village Engineer.
- 17. The property shall be platted with the proposed access easements, utility easements and the dedication of right-of-way to the Village and the plat shall be approved by the Village Council and recorded in the public records prior to the issuance of a certificate of occupancy.
- 18. Prior to issuance of the first building permit for vertical construction, the Applicant shall revise plans to provide details of lighting fixtures that utilize dark-sky friendly techniques where feasible.
- 19. No parking signs shall be added along the alley in the transportation easement prior to certificate of occupancy.
- 20. Any deviations to the approved site plan shall be governed by Section 6-59(4) of the Village Code of Ordinances.
- 21. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village staff and following the procedures outlined in Section 21-104 of the Village Code of Ordinances.
- 22. The Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included as formal conditions.
- 23. The conditions of approval shall be binding on the Applicant and its successors in interest and assigns and a violation of such conditions shall constitute a violation of the Village Code of Ordinances and may be enforced by the Village as set forth in Article VI, Chapter 2 of the Village Code or as otherwise authorized by law.

Attachments:

Exhibit A: Market Study Materials

Exhibit B: Memo From Traffic Consultant Susan O'Rourke, P.E.



Table 27: Office Market Profile—Village of North Palm Beach, 2007—2020

	National Recession & Recovery												Char	ge: 2007-202	D .			
	:	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total	Ann'l Avg.	% CAGR
Office																		
Inventory	1,	093,972	1,093,972	1,093,972	1,093,972	1,069,972	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	(12,676)		
As % of County		2.0%	2.0%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%			
No. of Buildings/Centers		68	68	68	68	67	68	68	68	68	68	68	68	68	68	-		
Vacant Stock		120,952	159,698	207,598	237,991	216,396	205,188	214,995	158,369	103,741	74,598	77,610	103,822	123,497	122,772	1,820		
Vacancy Rate		11.1%	14.6%	19.0%	21.8%	20.2%	19.0%	19.9%	14.6%	9.6%	6.9%	7.2%	9.6%	11.4%	11.4%			0.2%
Net Absorption:		(62,539)	(38,746)	(47,900)	(30,393)	(2,405)	22,532	(9,807)	56,626	54,628	29,143	(3,012)	(26,212)	(19,675)	725	(77,035)	(5,503)
Past 5 Years																(19,031)	(3,806)
Construction Deliveries			_	-	-	-	11,324	_	-	_	_	-	-	_	_	11,324		
Gross Rent/SF	\$	24.87	\$ 23.42	\$ 20.16	\$ 19.14	\$ 18.65 \$	18.31	\$ 19.34	21.17	21.22	\$ 21.69 \$	26.35	24.02 \$	22.81	\$ 24.89	ŕ		-0.7%
Average Annual % Change		-	-5.8%	-13.9%	-5.1%	-2.6%	-1.8%	5.6%	9.5%	0.2%	2.2%	21.5%	-8.8%	-5.0%	9.1%			
Base Rent/SF (NNN)	\$	18.52	\$ 17.34	\$ 16.16	\$ 14.66	\$ 15.33	15.17	\$ 15.49	17.13	3 17.31	\$ 18.21 \$	\$ 21.04 \$	18.39 \$	18.83	\$ 20.50			0.1%

Source: CoStar, Inc.; WTL+a, May 2021.



Table 29: Summary of Area Retail Inventory—by Sub-district, 2020

			Total Re	tail Space	_	Vacant	Space	_
No.	Subarea	Approximate Length (In Miles)	In SF	As % of Total	No. of Retail Businesses	In SF	% Vacant	No. of Vacant Spaces
Town	n of Lake Park (Municipal Boundaries Only)							
1	Downtown Lake Park	0.62	139,432	7%	53	37,080	27%	9
2	Congress Avenue Corridor	0.86	514,195	26%	11	-	0%	_
3	Northlake Boulevard (South Side Only) (1)	1.64	942,717	48%	284	93,129	10%	25
4	U.S. Route 1	0.82	363,639	19%	388	186,306	51%	
Subt	otal:	_	1,959,983	29%	736	316,515	16.1%	68
Norti	h Palm Beach							
5	Northlake Boulevard (North Side Only) (2)	1.31	565,655	31%	128	16,458	3%	6
6	Old Dixie Highway/SR 811 (East/West Sides) (3)	0.58	285,656	16%	62	40,048	14%	9
7	U.S. Route 1 (North of Northlake) (4)	2.58	962,495	53%	194	216,352	22%	34
Subt	otal:	_	1,813,806	27%	384	272,858	15.0%	49
Selec	cted Nearby Retail Concentrations							
8	PGA Blvd (Mall Entrance East to U.S. 1)	1.51	419,967	15%	83	25,335	3%	4
9	Malls & Surrounding Areas (5)	-	2,193,966	76%	216	532,712	73%	TBD
10	U.S. Route 1 (NPB Boundary to PGA Blvd.)	0.30	279,415	10%	36	171,528	24%	15
Subt	otal:	_	2,893,348	43%	335	729,575	25.2%	19
тот	AL:		6,667,137	100%	1,455	1,318,948	19.8%	136
								Plus Others

Field estimates may not exactly match properties & jurisdictions, but reflect total square footage of existing retail

Source: RDS LLC; Palm Beach County Property Appraiser; WTL+a, revised September 2021.

As noted above, within Lake Park, there are four retail subareas:

- Downtown Lake Park—Approximately 0.62 miles in length and containing approximately 140,000 sq. ft. of retail space (7% of the Town's total) along Park Avenue—from 5th Street to 10th Street—and northwest of the traditional downtown
- Congress Avenue—Northwest of downtown Lake Park, between Silver Beach Road on the south and N. Killian Drive on the north (approximately 0.86 miles in length), and containing multiple Big-Box stores (Target, Walmart, Kohl's, and Lowe's), with almost 514,000 sq. ft. of retail (26% of the Town's total)

⁽¹⁾ Includes the south side of Northlake Boulevard located in Lake Park.

⁽²⁾ Includes the north side of Northlake Boulevard, from I-95 to U.S. 1, in North Palm Beach.

⁽³⁾ Includes Prosperity Farms Road.

⁽⁴⁾ Includes north of Northlake Boulevard to Juno Road in Juno Beach; includes retail properties located within North Palm Beach and selected adjacent retail in neighboring jurisdictions.

⁽⁵⁾ All malls and retail locations from I-95 on the west to Kew Gardens Avenue on the east; PGA Boulevard on the south and Gardens Parkway on the north. Vacant spaces not verified.



July 20, 2021

To: Adam Swaney, Engenuity Group for North Palm Beach

From: Susan E. O' Rourke, P.E.

RE: 200 Yacht Club Drive

O'Rourke Engineering & Planning has reviewed the revised traffic study prepared by Simmons and White dated December 1, 2020, revised February 24, 2021, final revision July 8, 2021.

Our comments as previously presented remain addressed in the new submittal. The project complies with Section 21-47 of the Town of North Palm Beach Code of Ordinances affecting roadway concurrency.

The site plan has the AM and PM entering volumes on US 1 reversed on the site plan (ie 69 is PM and 39 is AM).

Thank you for the opportunity to assist with this review.

200 YACHT CLUB DRIVE JUSTIFICATION STATEMENT

Site Plan& Waiver Application

Initial Submittal: December 2, 2020

Resubmittal: February 21,2021 Resubmittal: July 12, 2021

Resubmittal: September 17, 2021

Resubmittal: July 11, 2022 Resubmittal: August 19, 2022



Urban Planning and Design Landscape Architecture Communication Graphics

REQUEST SUMMARY

On behalf of the applicant, Robbins NPB LLC, Urban Design Studio (UDS) (hereinafter referred to as the agent) has prepared and hereby respectfully submits a Site Plan & Waiver application for the +/-4.09 acres of property that consists of three contiguous parcels located at the southeast corner of Yacht Club Drive and US Highway One. The subject property is located within the municipal boundaries of The Village of North Palm Beach.

The subject property is comprised of three (3) parcel control numbers (PCN) (as assigned by the Property Appraiser of PBC):

68-43-42-09-02-000-0010 - Parcel A 68-43-42-09-01-070-0140 - Parcel B 68-43-42-09-01-070-0121 - Parcel C

The Village of North Palm Beach recently went through the process of updating the Future Land Use Element of its Comprehensive Plan per Ordinance 2020-05 as well as updating its Land Development Regulations (LDR's) and Appearance Plan per Ordinance 2020-06. These changes were adopted and enacted after approval at the second reading of the Village Council on September 24, 2020.

The subject property is currently within the following FLU designations and Zoning districts based on the newly enacted Appearance Plan

FLU Designation: Commercial

Zoning Districts: US-1 Mixed Use District (C-MU)

The applicant is requesting approval of the following from the Village Council of North Palm Beach:

 To allow for a mixed-use development with 181 multi-family residential dwelling units and the following waivers:

WAIVER #	CODE	REQUIREMENT	PROPOSED	WAIVER
W.1	45-31.D.2, Table 4 Building Frontage: Storefront	Build-to zone: 5' max.	Bldg. A North: 12' max. Bldg. C west: 6' max.	Bldg. A North: 7' INCREASE Building C west: 1' INCREASE
		Building Frontage: 60% min.	Bldg. A North: 56%	Bldg. A North: 4% REDUCTION
		Door Recess: 5' Max.	Bldg. A North: 6.5' Bldg. A West: 6.5' Bldg. B West: 6.5' Bldg. C West: 6.5'	Bldg. A North: 1.5' INCREASE Bldg. A West: 1.5' INCREASE Bldg. B West: 1.5' INCREASE Bldg. C West: 1.5' INCREASE
		Cumulative Storefront Width: 70% min.	Building A North: 40% Building B West: 42% Building C west: 39%	Bldg. A North: 30% REDUCTION Bldg. B West: 28% REDUCTION Bldg. C west: 31% REDUCTION
		Transparency Ground: 70% min. / Upper: 40% min.	Bldg. A North: 36% / 26% Bldg. A West: 65% / 31% Bldg. B West: 30% / 31% Bldg. C West: 29% / 30%	34% / 14% REDUCTION 5% / 9% REDUCTION 40% / 9% REDUCTION 41% / 11% REDUCTION
W2.	6.115.C.2. Building Wall Signs	B. may display one (1) permanent accessory building wall identification sign facing each public street frontage on the principal building in which the complex is located, not to exceed a sign area	Sign Type 1 – Building Identity Sign: One (1) building identification sign each for Building A and Building C for up to a maximum of two (2) building identity signs.	Allow one building identification on a non-street frontage for Building C.

		of twenty (20) square feet.		
W3.	6.115.C.2. Building Wall Signs	C. Maximum sign area of five (5) percent of the facade area if the front building setback is twenty-five (25) feet minimum.	Sign Type 2 – Tenant Sign: Maximum sign area of five (5) percent of the façade area with a front building setback of 0' due to code-required build-to- zones.	Removal of 25' Setback requirement.
W4.	45-31.G.3	A. A 7-foot perpetual sidewalk easement must be dedicated to the village along the US Highway 1 frontage.	A 7-foot easement is proposed, however, landscaping encroaches into the easement	Allowance of landscaping in the sidewalk easement

BACKGROUND

The subject property is comprised of three parcels; two of which are vacant, and the middle parcel which contains a single-story corporate office building. The northern parcel shows the vacant shell of what used to be a restaurant and parking lot. The southernmost parcel is completely vacant.

In August of 2015 the Village of North Palm Beach engaged the Treasure Coast Regional Planning Council to develop a Master Plan for future/infill development and redevelopment in the Village. This resulted in a Master Plan being adopted by the Village Council in October 2016. The Village Master Plan identified the node of Yacht Club Drive and US-1 as a resort area with a waterfront village character. The Village Master Plan also included rendered schematic plans to denote potential new buildings that would fit the vision of the Village and its residents. The subject property was included on the schematic plans and rendered as apartments. Furthermore, street elevation renderings of the Yacht Club drive intersection were included to depict mixed-use development with varied rooflines and building facades.

The vision for the Yacht Club Drive and US-1 intersection is further specified in the C-MU regulating plan seen in Figure 1 of the Village's recently adopted LDR's. The LDR's include a list of regulating plans for key areas that define street frontages that will apply to redevelopment that include build-to-zones (BTZ) and defined setbacks. In lieu of setbacks where the building must be a minimum distance away from the property line, BTZ's are typically brought right up to the property line with buildings fronting the street where that BTZ is required. The inclusion of build-to-zones serve to integrate buildings and streetscapes to improve the public realm and define the streetscape on a pedestrian-scale. As the Village aims to make US-1 more pedestrian friendly, a 7-foot perpetual

sidewalk easement is now required for all properties that front US-1. The sidewalk easement is incorporated as part of the subject property site plan with an alternative design that includes a widened public sidewalk within US-1 with direct pedestrian connections to the site's private and public open space areas.

The proposed redevelopment of the subject property adheres to the recommendations of the Village Master Plan and is intended to implement the mixed-use district regulations from the LDR's with the exception of the waivers requested, which the applicant believes will meet the intent of the regulations, but provide an innovated design to foster a sense of community and interaction between the residents of the development and Village residents walking along the US 1 corridor.

Shortly after second round of comments in the Site Plan Review process, the development program of the subject site was updated to move forward with the inclusion of a separate structured parking garage located central to the site and the addition of six (6) townhomes to line the rear alley parallel to US-1. This concept remains consistent in architectural style and design for the 3 principal buildings fronting US Highway-1 (Building A, Building B, building C).

Furthermore, after receiving staff certification, the Applicant presented the proposed development at the December 7th, 2021 Planning Commission with a 5-story 206-unit concept which received 5-1 approval with the condition provide a conceptual cross section for the Right of Way for the alley way/street dedication on the south end of the property line and a condition to eliminate the residential courtyard encroachment in to the seven (7) foot US-1 easement with only landscape to be allowed. This development program did not end up going to council after some feedback from Village staff and concern from the Village residents in regard to height and density. As such, the Applicant has revised the development program to remove the prior 5th floor which was proposed and limit the proposal to four (4) floors and 181 units, a 25-unit reduction from the initially proposed 206.

The updated concept as provided and described herein serves to further the goals set forth in the 2016 Village Master Plan as the inclusion of the structured parking and rear-alley Townhomes will provide a variety of buildings that maintain the mid-rise scale and line the streets, while also providing a better alternative for surface parking.

SURROUNDING USES

Below is a description of the uses on the adjacent properties (or those on the other side of abutting R-O-W's) to the north, south, east and west of the overall property. Note that the acreages, uses, number of units, etc. listed below are from the Property Appraiser of Palm Beach County's web site.

North:

To the north of the subject property there are two parcels and the Yacht Club Drive R-O-W. The parcel fronting US-1 contains a gas station while the parcel directly east of the gas station contains Condominiums.

PCN	Acreage per PAPA	Zoning	Use
68434209020000230	.7 ac	C-S	Retail/Gas Station
6843420929(1010-	~1.3 ac (Not shown	R-3	Multi-Family -
4070)	on PAPA		Condo

East:

To the east of the subject property there are five parcels. All but one of the parcels are within the R-1 Single-Family Dwelling District while the parcel furthest north consists of Multi-Family.

PCN	Acreage per PAPA	Zoning	Use
6843420917(0010-0140)	~.6 ac (Not shown on PAPA)	R-3	Multi-Family - Condo
68434209010670010	.47 ac	R-1	Single Family
68434209010660250	.39 ac	R-1	Single Family
68434209010660240	.25 ac	R-1	Single Family
68434209010660230	.25 ac	R-1	Single Family

West:

To the west of the subject property there is the US-1 R-O-W, the North Palm Beach Country Club and Village Swimming Pool.

PCN	Acreage per PAPA	Zoning	Use
68434208000001080	145.69 ac.	P -Public District	Golf/Recreation

South:

To the south, there is a single parcel which contains corporate office space.

PCN	Acreage PAPA	per	Zoning	Use
68434209010700100	1.73 ac.		C-MU	Office

As shown above the majority of the land area surrounding the subject property supports residential uses with the exception of the North Palm Beach County Club parcel located to the west across US-1 and the commercial properties to the north and south for the gas station and office building.

DESIGN PROGRAM

The development program for the subject property consists of 181-rental units with amenity space and 1,578 SF of ground level commercial use(s) that is designed on the site plan as potential restaurant with direct frontage on US-1 and a public courtyard for outdoor seating. Four (4) of the rental units on the ground floor have been designed as live-work units with a separate work space that has direct access to the public courtyards. This configuration allows for the flexibility for those units to accommodate active or passive commercial uses such as an art gallery, florist, barber shop, yoga/dance studio, artisanal retail & bookstore. Ultimately, the market will determine the uses for commercial space and the live-work units. Typically, in form-based codes which promote a more urban form of development such as that envisioned by the Village's Master Plan, the uses within the building are not as of much concern as the form of development. The design proposed strives to create the urban environment desired by the Village and create a pleasant experience for the pedestrian.

Please note that in the traffic report prepared by Simmons & White included in this application, the 1,578 SF of ground-level commercial is classified as "restaurant" for its traffic generation rate. While the exact commercial use for the 1,578 SF commercial space isn't set yet, the restaurant traffic generation rate accounts for the highest traffic generation as opposed to retail uses which elicit a lower traffic generation rate to ensure that regardless of what is proposed, the highest possible traffic generation will be accounted for.

The Site Plan consists of 3 buildings that front US-1 and Yacht Club Drive as of a result of attempting to comply with the Build-To-Zones in the associated Regulating Plan to the greatest extent feasible. Also included in the site design are, a 4-level structured parking garage located central to the site, to the rear of the 3 buildings fronting US-1, and 6 townhomes that line the east facade of the structured parking garage... Each building fronting US-1 is separated by a 42'-45' wide public courtyard that has direct access to the US-1 public sidewalk. The 3 buildings that front US-1 and Yacht Club Drive are 4 stories.

The top level of the 3-story structured parking garage will contain an amenity level dedicated to a clubhouse, fitness area, and rooftop pool area for residents of the development. The depicted planters for landscaping on the rooftop deck are schematic at this time, but the intention is that planters provided with a final rooftop amenity deck plan will contain palms, shrubs & groundcovers species that are appropriate for a rooftop structure. Landscape specifications and the final rooftop amenity plan will be provided at time of permitting for the structure.

Building "A", as referred to on the site plan, is the northernmost building on the site and has an L-shaped orientation which fronts both Yacht Club Drive and US-1 due to the Build-To-Zones and frontage requirements. The Building A frontage is classified as "Storefront" per the form-based code in the Village Appearance Plan. Storefront

buildings are classified as flexible space at the sidewalk level that are directly accessible for pedestrians. The portion of the Building A ground floor that faces the intersection of Yacht Club Drive and US-1 is to be comprised of amenities and a 1,578 square foot restaurant/commercial use for peak pedestrian visibility and traffic and to offer the transparent street-level public benefit, or active use areas, associated with Storefront frontage. The entrances to the amenity space and commercial use open directly to the sidewalk and public courtyard which offers further public benefit by providing awning shading to pedestrians. Waivers from the CM-U building frontage criteria are being requested along the northern frontage of Building A due to the angled north property line of Yacht Club Drive that requires an increased build-to-zone from 5' to 12' due to Building A's orientation, as well as a waiver to the frontage requirement in order to allow for the main access point into the development along this frontage.

Building "B" is the rectangular shaped middle building on the site and fronts US-1 on the Build-to-Zone. Building "C" fronts US-1 and is the southern-most building on the site and has an L-shaped orientation similar to Building A. Both Building B and C frontage are classified as Storefront per the form-based code in the Village Appearance Plan. Building B and C consist of entirely of multi-family dwellings including live-work units that make up the corner units that front on the public courtyards. The ground floor units in both Building B and C that face US-1 include private terraces that are enclosed.

Six (6) 3-story Townhome units are also provided attached to the eastern facade of the structured parking garage. These units line the rear alley parallel to US-1 and contain a typical 3-bedroom model with a 2-car garage, private 2-car driveway, and rooftop deck and patio.

Buildings A & B, and Buildings B & C are separated by two courtyards that provide public open space and pedestrian access into the property. The northern courtyard is 42' wide and the southern courtyard is 45' wide. Both courtyards have been designed to be used in tandem with the one-way 18' special event alley located in between the structured parking garage and the three (3) principal buildings fronting US-1. Both courtyards and the special-event alley are designed with decorative pavement, lush landscaping, and seating to create a pedestrian friendly space with a flexible layout suitable for programming such as small farmer's markets, food trucks, small arts & crafts, fairs, and other community events which provide public benefit.

The collective 13,000 SF space as depicted by the dashed line on Site Plan, is designed to have a continuous "U" shaped layout with zero-grade pavers between the courtyards and special-event alley to provide an uninterrupted feel for pedestrians and Village programming to feasibly use and interact with the space when special-events are planned. This space also satisfies the public open space use requirement as set forth in Sec 36-23(b) which requires a minimum of 5% of the gross land area of shall be dedicated to public use. The 13,000 SF of public use area provided exceeds these requirements as 7% of the 178,413 SF of gross land area on the site is being dedicated as such. A continuous sidewalk system is provided throughout the project

with direct access from each frontage to the buildings, courtyards, structured parking garage, and to the internal parking area.

The main access to the 4.09-acre property will be provided from the north via a single ingress/egress points from/to Yacht Club Drive (a R-O-W which varies and is 90' at its maximum). The main access will provide access to the structured parking garage which will have its access point located at the northeastern portion of the structure. Primary egress from the site will also be provided to Yacht Club Drive to await the turn signal to exit on US-1. A secondary ingress/egress is provided from the east through an existing 20-foot service road alley. This access point however, will not burden the existing 20-foot service alley as it will only be used for Fire access, and secondary egress point for those utilizing the limited number of parking surface parking spaces at the southern portion of the site. Ingress to the access point on the 20' service alley will be limited to the 18 surface parking spaces on the southern portion of the site due to the one-way configuration of the special-event alley which prevents circulation to the Yacht Club Drive egress point and the remainder of the surface parking spaces and parking spaces provided in the structured parking garage. The 20' service road alley also triggers a 7' perpetual transportation & utility easement per section 45.31.G.2 in the Appearance Plan. A 5'+ wide landscaped buffer is situated directly inside of the 7' perpetual transportation & utility easement creating a 12' wide buffer strip between the alley and the site. The Townhouse private driveways encroach into this 12' buffer area, however, there is ample landscaping area provided in between the units designed in groups of 2.

EASEMENTS

There are several existing easements which encumber the site which have been incorporated into the site plan:

- 6' easement that runs north-south on the east edge of Parcel A and a 12' easement that lines the south edge of Parcel A. Both easements were recorded in the Marina Addition to Village of North Palm Beach Plat (P.B. 27 Pg 98). The easements recorded in this plat are for the current overhead powerlines that run through the south edge of Parcel A and along the 20' service road. The 6' easement coincides with the new 7'-foot perpetual transportation and utility easement discussed above. The 12' easement is proposed to be modified to accommodate the proposed undergrounding of the existing overhead powerlines that extend east into the site from US-1.
- 12' x 25' Seacoast Utility Authority (SUA) easement located at the southwest corner of Parcel B (ORB 9617 PG 768). This easement is anticipated to be released based on the proposed conceptual engineering plan and utility connections for the project.
- 3' Bellsouth Easement (ORB 24036 PG 13) located along the south property line is anticpated to remain while a 10'x20 portion of the same recorded easement is proposed to be abandoned with the ATT and FPL facilities located

within that easement to be relocated as deemed needed upon final engineering and coordination with those providers.

The applicant intends to underground the overhead power lines that run through the south edge of Parcel A to beautify and allow an uninterrupted view of the proposed mixed-use development fronting US-1. To facilitate this, a 10' FPL easement is proposed in the courtyard between Building A and Building B. This will extend into the drive-aisle north of the structured parking garage which will contain a 25' utility easement which will cover both the underground power line and the proposed internal SUA water main routing for the project. An existing SUA sanitary force main which occurs near the same location as the existing overhead powerlines is being proposed to be relocated from its current location to the southern boundary of the site within a 12' SUA easement. Conversations with FPL and SUA regarding possibility of relocating the force main to the south and an underground power line within the north courtyard took place. It was concluded that a 10' utility easement could accommodate the placement of the FPL underground powerline within the north courtyard and the relocated SUA force main would be accommodated in a 12' easement along the south property line. The proposed development plans also include a new water main that extends into the site from US1 through the south courtyard which is accommodated within a 20' SUA easement. The proposed landscaping and hardscape within this courtyard are designed to coordinate with the SUA easement and the setbacks required between trees/palms and the SUA facilities. The conceptual engineering plans for the project identify the location utility easements which circulates through the site to complete the proposed water main and sanitary sewer routing for the project.

In addition to proposed utility easements for this development, the applicant has coordinated with staff to provide a 20' easement along the south property line to be dedicated to the Village of North Palm Beach. This easement is provided to allow the creation of the potential new street depicted in the C-MU regulating plan if/when the property to the south of the subject site redevelops.

ARCHITECTURE

The project's architectural design is a coastal vernacular, which means that it reverences both Florida and overall historic seaside orchestral style. This look is complementary for the area, as there the project is near the water and there are some projects in the area that have referenced this style in the Village. This style relies on scalable elements that make the architecture human in scale. The use of a siding looking finish with mixed wall finishes breaks up the building massing into scalable multi building look for the project. This style of architecture is outstanding in its ability to break buildings into smaller segments. Uses of tower elements and varied roofing lines help to carry this coastal look further. The architecture is further enhanced by the use of several different colors and metal roofing which calls out coastal design. The detailing in varied different railings and window shutters and trim treatments, as well as, the use of brackets further compliments the varied massing and roof lines. This concept is excellent for making the project feel like multiple

buildings, which is a look that the Village's design guidelines encourage. The project's look and feel is further enhanced by breaking up the buildings and adding courtyards between them. These vias serve to humanize the project further. The overall design is created to be an exciting, pleasant and visually pleasing project which will be an asset to the Village of North Palm Beach.

SIGNAGE

A Master Sign Program has been included with this request to establish guidelines for all future signage. The Master Sign Program will act as the regulatory framework for all signage for the project. Where the Sign Program is silent, signs will be required to be consistent with the Village Sign Code requirements. Three sign types are being proposed as part of the Master Sign Program: Building Identity Signage, Tenant Signage, and Directional Signage. Sign variances have been included to implement the Master Sign Plan for the 200 Yacht Club Development as follows:

Sign Type / Waiver	Code Section	Code Requirements	Proposed	Variance
W2.	6.115.C.2. Building Wall Signs	B. may display one (1) permanent accessory building wall identification sign facing each public street frontage on the principal building in which the complex is located, not to exceed a sign area of twenty (20) square feet.	Sign Type 1 – Building Identity Sign one (1) building identification sign each for Building Elevation A and Building Elevation C for up to a maximum of two (2) building identity signs.	Allow one building identification on a nonstreet frontage for Building C.
W3.	6.115.C.2. Building Wall Signs	C. Maximum sign area of five (5) percent of the facade area if the front building setback is twenty-five (25) feet minimum.	Sign Type 2 – Tenant Sign: Maximum sign area of five (5) percent of the façade area with a front building setback of 0' due to code-required build-to- zones.	Removal of 25' Setback requirement.

DENSITY

The allowable residential density for mixed-use projects in commercial zoning districts as defined by the Village of North Palm Beach's Comprehensive Plan is 24 dwelling units per acre with the opportunity to receive up to 36 dwelling units per acre with a Workforce Housing Density Bonus. The proposed unit mix for the subject development comprises of 97 one-bedroom units, 74 two-bedroom units, 4 live-work units and 6

Townhome units for a total unit count of 181 units. For the purposes of calculating residential density however, the Village Appearance Plan defines units that have only one bedroom or no separate bedrooms as one-half of a dwelling unit.

- 97 one-bedroom units at 50% density equivalency turns out to be **49** units for the purpose of calculating residential density.
- 74 two-bedroom units, four (4) live-work, and six (6) 3-bedroom Townhouse units are calculated at 100% density in which **84** units are considered a whole dwelling unit.
- While 181 units are proposed, **133 units** are calculated for residential density by calculating the total of the 84 two-bedroom and three-bedroom units that are counted whole (100%) and the 49-one-bedroom units that were calculated at 50% density equivalency.

As of a result, the proposed 133 units divided by the 4.09 acres of the subject property provides a density of **32.52** dwelling units/acre which is achievable in the C-MU district through the Workforce Housing (WFH) Bonus. This amounts to 35 bonus units being credited to the WFH bonus above the 24 du/ac allowed by right.

Of the 35 bonus units, 50% must fall in any of the 4 WFH income categories (Low, Mod1, Mod2, Middle). That 50% rate provides a total of **18 WFH units** needed for the development. Further, no more than 50% of the WFH bonus units provided can be in the Middle (120%-140%) category, which means a maximum of **9 units** can be placed in the 120%-140% category while the rest must be placed in the other income categories. The applicant will be pursing alternative "A" of Policy 1.B.2 of the Village Comprehensive Plan in which bonus units will be constructed on-site.

PARKING

Adequate parking on site is provided as there are 234 required parking spots and 8 required townhouse parking spots based on the mix of uses and intensity, and 302 provided (278 of which are provided for the principal residential units, live-work units, and restaurant located in Buildings A, B, and C, and 24 provided via private driveways and garages for the 6 Townhouse units lining the rear alley.) The parking provided on site consists of 225 parking spots offered in the garage structured parking and 49 standard surface spaces offered; 41 of which are at 9' x 18' for 90-degree parking, and eight (8) of which are stalls at 8' x 22' for parallel parking. There are also four (4) golf cart parking spaces at 6' x 12' and 7 ADA accessible spaces at 12' x 18' which are dispersed between the surface parking lot and the parking garage. New code provisions provide the opportunity to use golf cart spaces and have them count as up to 10% of the parking requirement to further encourage less automobile usage and also try to adhere to the waterfront resort demographic of residents in the area. There is also sufficient parking provided for the 6 townhouse units with each unit being provided 2 spaces in each respective private garage, and 2 spaces in each unit's private driveway for a total of 24 spaces provided. Commercial and guest parking is provided with 16 spaces (8 at the south side of Building A and the 8 parallel parking spaces west of the garage). The reservation of these spaces will be regulated and monitored by internal building and management operations.

CONCURRENCY

Included with this application are the following documents related to the impact of the proposed project on public facilities:

- Drainage: Please see enclosed Conceptual Engineering Plans and Drainage Statement prepared by Simmons & White in which the details of the proposed drainage system are provided.
- **Traffic:** Please see enclosed Traffic Impact Statement prepared by Simmons & White discussing the proposed project for compliance with the Traffic Performance Standards (TPS) set by the Palm Beach County Traffic Division.
- Water/Wastewater: Please see enclosed Conceptual Engineering Plans and prepared by Simmons & White in which the details of the proposed water/wastewater system are provided. A service letter has also been requested from Seacoast Utility Authority.
- Palm Tran: A statement of agreement to keep the existing Palm Tran Bus Stop Pole has been reached with Palm Tran representatives. The existing bus stop is located near the intersection where the project proposes to have a small pedestrian plaza in front of the restaurant/amenity space in Building A. Typically, a 10' x 30' easement is needed for a new sheltered bus stop with this type of development; however, the applicant proved the transit-friendliness and pedestrian connectivity of the current development. The existing sidewalk within the US1 right of way will potentially be widened within the right of way (subject to FDOT permitting) and there exists a traffic signal and pedestrian crosswalks across both US1 and Yacht Club Drive. Also, the development will provide shade and overhangs/galleries as part of the waterfront-resort style development and will provide benches if needed pending coordination with Palm Tran and The Village of North Palm Beach.

WAIVER STANDARDS SEC. 45-51

- A. The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived;
 - **W.1:** The granting of the requested waivers and deviations in the building frontages will be the minimum waivers requested to allow the site programming to meet code with proper site circulation, landscaping, buffering, and placement of utilities. The subject site was designed with constraints of 7' easements on the east and west border of the site as well as an additional 5' landscape buffer on the east. Building

frontage waivers were the minimum waivers requested to fit the building design and parking circulation on the site.

- **W.2.** The requested waiver for Sign Type 1 to allow a building identification sign on a non-street frontage differs from the code's standard by the minimum extent, as the waiver requested will provide adequate visibility and identification of the 200 Yacht Club development for individuals traversing north along US-Highway 1. There will be a total of two building identity signs as part of the proposed development which would not differ from the 2 signs that would be allowed by code, which permits a sign facing each public street frontage. There are two public street frontages as part of this development, Yacht Club Drive, and US Highway-1. The only difference from what is allowed by code is the location of the signs provided. The sign located on Building A is situated on the corner of both Yacht Club Drive, and US Highway-1 allowing visibility from both street frontages. The sign located on Building C faces the south property line which does not have a street frontage. However, the intent will still be met as the applicant is proposing a 20' easement to allow for the creation of the future side street located along the south property line subject to future permitting and redevelopment of the adjacent parcel to the south. Should the property to the south of the subject development ever redevelop and the Village constructs the future side street, the proposed building identity sign on Building C will meet the intent of facing a street frontage.
- **W.3.** The requested waiver for Sign Type 2 to remove the minimum 25' setback requirement is the minimum waiver requested due to compliance with the C-MU district regulating plan build-to-zones which require storefront building frontage to be within 0' to 5' of the property line in order to orient building frontage to the public streets. The existing code requirement for signage setbacks as seen in Sec. 6-115.B..2.C also does not account for signage included in the newly formed C-MU district.
- **W.4.** The requested waiver to allow landscaping in the 7' US-1 Sidewalk easement is the minimum waiver requested due to the allowance of only landscaping in the sidewalk easement. As part of the proposed site design, the Applicant is widening the US-1 sidewalk to 8' for a wider pedestrian thoroughfare, in accordance with the overall intent of the 7' sidewalk easement for US-1. The landscaping provided also improves the pedestrian experience by providing greenery along the sidewalk, while also softening the edge of the building architecture along the ground floor. The Applicant has also agreed to minimize impacts to the 7' US-1 sidewalk easement by agreeing to the condition imposed at the first Planning Commission meeting. The initial concept proposed included a waiver request to allow both private courtyard and landscaping in the easement. In agreeing to the condition, the Applicant has further minimized the waiver request.
- B. Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded;

- **W.1.** The granting of the building frontage waivers for the subject site contribute to innovative design as the project's look and feel is further enhanced by breaking up the buildings and adding courtyards between them. These vias serve to humanize the project further. The deviations in build-to-zones and building frontages allow the site design to function while having adequate space for parking and utilities.
- **W.2.** The granting of the requested waiver for Sign Type 2 to allow sign placement on non-street frontage leads to innovative design as the proposed identity sign will contribute to current visibility of the development as well as future visibility if the proposed side street south of the subject development is ever completed. The applicant is proposing a 20' easement as part of the proposed design to facilitate the development of a future side street for better connectivity throughout the area.
- **W.3.** The granting of the requested waiver for Sign Type 2 to remove the minimum 25' setback requirement will contribute to innovative design with compliance to the build-to-zone setbacks. This will encourage pedestrian activity and interaction with proper visibility provided by the signage in the public street frontage and courtyards which would otherwise be isolated if the signage had to adhere to the minimum 25' requirement. The existing code requirement for signage setbacks as seen in Sec. 6-115.B..2.C also does not account for signage included in the newly formed C-MU district.
- **W.4.** Granting the requested waiver to allow the landscaping in the 7' Sidewalk Easement contributes to innovative design as the proposed improves the pedestrian experience by providing greenery along the sidewalk, while also softening the edge of the building architecture along the ground floor. As previously mentioned, the Applicant is also providing additional innovative design by widening the US-1 sidewalk to 8' for a wider pedestrian thoroughfare, in accordance with the overall intent of the 7' sidewalk easement for US-1.
- C. Whether the request clearly demonstrates the public benefits to be derived;
 - **W.1.** The granting of the building frontage waivers for the subject site demonstrates public benefits to derived as the building frontage reduction allow the development to be oriented closer to US Highway-1 to further the human-scale for pedestrians interacting with the space.
 - **W.2.** The granting of the requested waiver for Sign Type 2 to allow sign placement on non-street frontage demonstrates public benefits to be derived as the sign is oriented to the south towards the potential side street as seen in the C-MU regulating plan. This will provide proper visibility and building identification for pedestrians not only traveling north on US-Highway 1, but also for potential pedestrians that would be traversing and interacting with the potential side street in the future.

- **W.3.** The granting of the requested waiver for Sign Type 2 to remove the minimum 25' setback requirement clearly demonstrates the public benefits to be derived as there will be proper visibility for the individual tenants within this development. Considering the ground-floor location of the live-work units and retail, proper signage will invite and encourage pedestrians to interact with and activate the sidewalk and courtyards.
- **W.4.** The public benefit for the requested waiver to allow landscaping in the sidewalk easement is provided via the beatification and increase of green space of the pedestrian realm through the provision of the landscaping which softens the transition between the building frontage and pedestrian sidewalk space. The Applicant is also proposing widening the exiting sidewalk to 8' for a wider pedestrian throughfare along US-1.
- D. Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the Village's Appearance Plan;
 - **W.1.**The granting of the building frontage waivers will further the goals of the Village Master Plan by incorporating contemporary architectural building design practices that will beautify the US-1 corridor as the various door recesses, street frontages, and building façade elements will still be beneficial despite the minor deviations. The techniques described in the Village Appearance Plan will be exemplified through the adherence to form-based code building forms. The minor waivers requested will be due to the nature of the orientation of the buildings and the site however, the required design elements of the storefront frontage will remain.
 - **W2.-W3.** The granting of the requested signage waivers furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the Village's Appearance Plan as the signs will generate interest and visibility for the subject development and associated retail & live/work tenants. Each sign proposed will be consistent with the size, color, lettering, location, and arrangement of the building design, and will be scaled properly as there are no size deviations from the building wall sign regulations depicted in Sec. 6-115.C.2.
 - **W.4.** Granting the requested waiver to allow landscaping in the 7' Sidewalk easement furthers the goals of the village master plan and the Village appearance plan by protecting and to stabilizing the appearance of the proposed building through landscaping, and promoting acceptability, attractiveness, cohesiveness of the new development through the additional green space offered in the shrubbery proposed on US-1.
- E. Whether the requested waiver can be granted in the zoning district;

- **W.1.-W.4.** The requested waivers are consistent with the goals and vision of the C-MU district and the vision for the US-1 corridor. Goals for the C-MU district depict a reimagined US-1 corridor with livable/walkable streets and active building frontages to allow placemaking for pedestrians. The requested waivers are not adding new uses that are not allowable under this district and are not increasing allowable residential density. The minimum waivers requested to door building frontage design criteria enable site programming that ultimately comply with the goals set out in the Village Master Plan. The requested waivers for signage comply with the build-to-zone requirements in the C-MU district and goals set out in the Village's appearance plan.
- F. Any unusual circumstances regarding the property or immediate area, including the location of power lines, specimen trees, or shade trees;
 - **W.1.** There are unusual circumstances for the Building A frontage and build-to zones considering the placement of the SUA force main. Since SUA requires buildings to be set back a minimum 15' from the SUA force main, Building A is pushed as far north as it can be leaves it in a fixed location. Additionally, the property lines along the US 1 Yacht Club Drive frontage is curved which makes it prohibitive for Building A and C to be within the 0'-5' BTZ. This creates the extension of the maximum build-to-zone for which the waiver is being requested.
 - **W.2.** The unusual circumstance that exists for the subject development in regard to the request to allow the building identity sign on a non-street frontage is the existence of the potential side street located south of the subject property on the C-MU regulating plan. Locating the second building identity sign on the South End of Building C allows proper visibility from the future potential construction of that side street. The granting of this waiver would also not deviate from the total amount of building identity signs that would otherwise be allowed by code as 2 signs are permitted in each situation.
 - **W.3.** The unusual circumstance that exists for the subject development in regard to the request to remove the 25' minimum setback for wall signage is the creation of the new C-MU district. The C-MU district was created in accordance with goals from the 2016 Village Master Plan in order to activate the public realm for US Highway-1 by creating a regulating plan with build-to-zones to bring building towards the public street frontages and line the sidewalks with active uses. The existing sign regulations in Sec. 6-115.C.2. do not account for the build-to-zones with the 25' minimum setback requirement. The waiver in question is requested to better comply with the C-MU district and its build-to-zone setbacks.
 - **W.4.** The unusual circumstances that exist for the site in regard to the waiver to allow the landscape area in the US-1 sidewalk easement, are the lack of landscaping along the eastern US-1 frontage of the site. Existing conditions today show a 5' sidewalk and a 5' grass strip separating the sidewalk and the US-1 Travel

lanes. With the requirement of the build-to-lines and the orientation of the building frontage to face US-1, this leaves little landscape available to soften and screen the impact of the travel lanes and the developed buildings. The inclusion of the landscape in the sidewalk easement as well as the widened sidewalk allow the intent of a stronger pedestrian throughfare for the sidewalk to be met.

- G. The effect of approving or denying the waiver on the development project and on the surrounding area;
 - **W.1.** The approval of the requested waivers to building frontage design criteria will not have a negative effect on the subject development and surrounding areas as the various door recesses, street frontages, and building façade elements will still be beneficial despite the minor deviations. The techniques described in the Village Appearance Plan will be exemplified through the adherence to form-based code building forms for storefronts. The minor waivers requested will be due to the nature of the orientation of the buildings and the site however, the elements of the storefront frontage will remain.
 - **W.2.-W.3.** The approval of the requested waivers to the signage will have no negative impact on the surrounding area. The approval of the requested waiver to allow signage on non-street frontage will actually positively encourage potential future pedestrian activity with the proposed side street if constructed, and the approval for the requested waiver to remove the minimum signage setback requirement for visibility will invite and encourage pedestrians to interact with and activate the sidewalk and courtyards for retail & live/work tenants.
 - **W.4.** The approval of the requested waiver for the landscape in the US-1 sidewalk easement does not have a negative impact on the surrounding area. The proposed landscaping will improve the appearance of the US-1 sidewalk with proper greenery to soften the building edge.
- H. Consistency with the comprehensive plan;
 - **W.1 & W.4.** The requested waiver to allow the deviations from the storefront building frontage, and the requested waiver to allow landscape in the sidewalk easement, will be consistent with Objective 1.B in the comprehensive plan as the redevelopment of the aging US-1 corridor will be supported by predictable building types and infill development that follows contemporary and pedestrian-friendly building forms despite minor deviations due to site orientation.
 - **W.3.-W.4.** The requested waivers to signage are consistent with the Comprehensive Plan and Policy 1.A.1.e. as the proposed signage will be consistent with the intent of the Village to regulate signage. As mentioned in the Village Appearance Plan, the proposed signage will be consistent with the size, color, lettering, location, and arrangement of the building design, and will be scaled

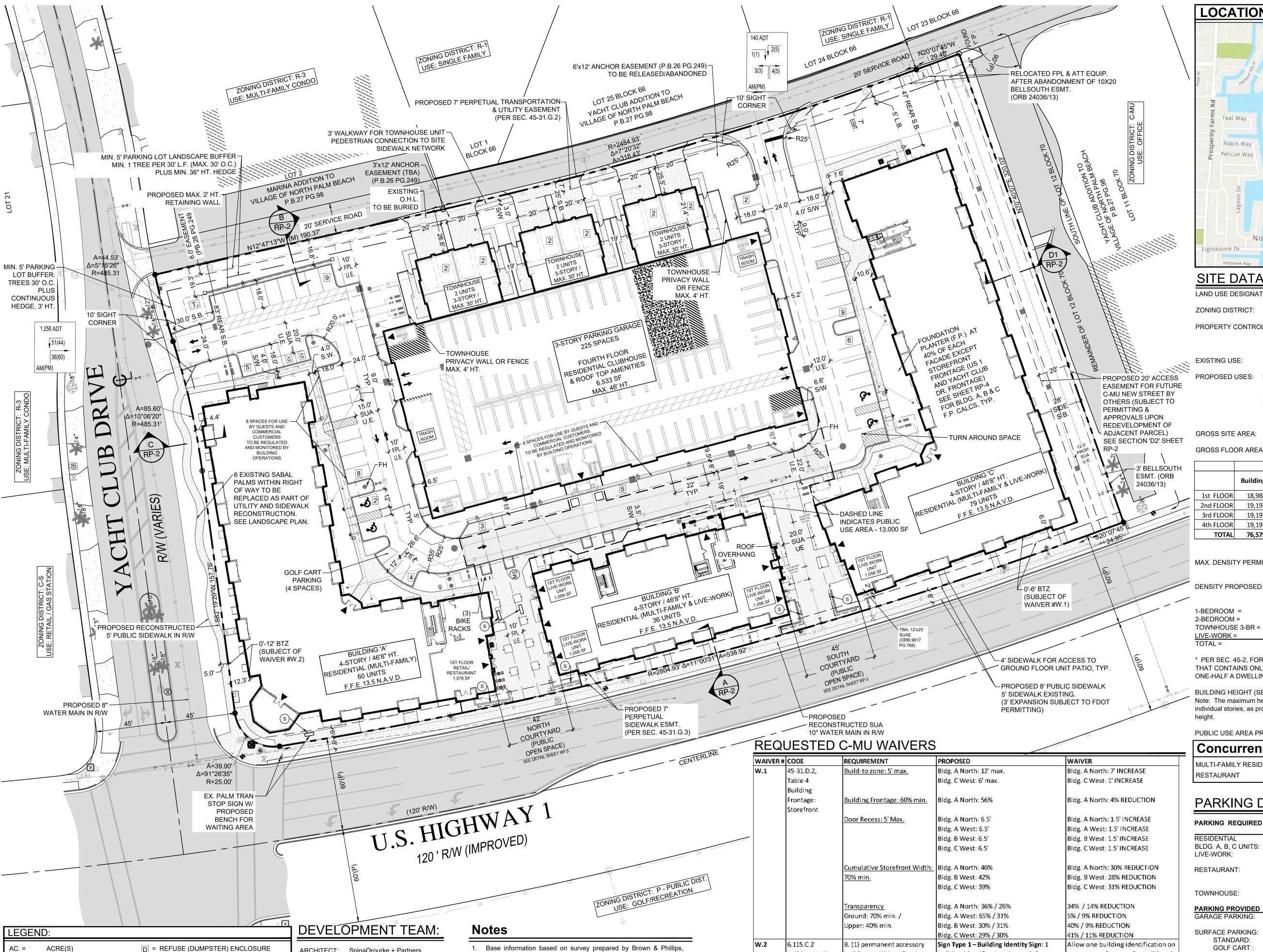
Revised: August 19, 2022 Site Plan & Waiver Application

properly as there are no size deviations from the building wall sign regulations depicted in Sec. 6-115.C.2.

CONCLUSION

On behalf of the applicant and property owners, UDS respectfully requests favorable review and consideration of this application for the approval of the Site Plan & Waiver application for 200 Yacht Club Drive.

The project managers at Urban Design Studio are Michelle Cuetara who can be reached at (561) 366-1100 or via email at mcuetara@udsflorida.com & Lentzy Jean-Louis who can be reached via email at ljean-louis@udsflorida.com . Please contact the agent with any questions or for additional information in support of the requested application.



Inc. with title commitment dated October 2020.

landscape material does not conflict with utilities.

4. All accessible paved routes shall not exceed a 20:1 slope.

Curbing details to be shown on engineering construction plans.

engineer of record.

where sidewalk abuts the stall.

2. Prior to construction, all utility locations to be verified to ensure that

3. All stop bars shall be setback 4' in advance of pedestrian

5. Locations of all proposed traffic signage shall be established by the

7. Surrounding property information shown for informational purposes

8. Handicap parking signs shall be placed behind the sidewalk in areas

Building Wall

6.115.C.2

45-31.G.3

Building Wall

building wall identification

frontage on the principal

sign area of 20 SF.

twenty-five (25) feet

Highway 1 frontage.

to the village along the US

ninimum.

building... not to exceed a

sign facing each public street

building identification sign each for

Building A and Building C for up to a

code-required build-to-zones.

5) percent of the facade area | area of five (5) percent of the façade area

f the front building setback is with a front building setback of O' due to

into the easement

A. A 7-foot perpetual sidewalk A 7-foot easement is proposed,

easement must be dedicated | however, landscaping encroaches

maximum of two (2) building identity

C. Maximum sign area of five | Sign Type 2 – Tenant Sign: Maximum sign | Removal of 25' Setback requirement.

non-street frontage for Building C.

Allowance of landscaping in the

sidewalk easement.

ARCHITECT:

ARCHITECT/

PLANNER:

CIVIL &

TRAFFIC

ENGINEER:

SURVEYOR:

(MIN. 6' HT. SCREEN WALL W/ OPAQUE

GATE AT OPENING - SEE SHEET RP-2)

= PROPOSED SITE LIGHTING

SEE PHOTOMETRIC PLAN

= INDICATES PRIMARY PEDESTRIAN

中 = EXISTING CONCRETE POWER OR

S = PRELIMINARY BENCH / PUBLIC SEATING LOCATION.

= PROPOSED STOP SIGN/BAR

LIGHT POLE

ENTRANCE

BTZ =

EX. =

FH =

PKG. =

R/W =

S/W =

S.B. =

T.B.A. =

BUILD TO ZONE

FIRE HYDRANT

RIGHT OF WAY

POSSIBLE ELEC

UTILITY EASEMENT

= PROPOSED ELECTRIC VEHICLE

EXISTING

PARKING

SETBACK

SIDEWALK

RELEASED

CHARGING SPACE

FRONTAGE DIAGRAM

(REFER TO CIVIL PLAN)

TRANSFORMER LOCATION

TO BE ABANDONED OR

SEE SHEET RP-1 BUILDING

SpinaOrourke + Partners

West Palm Beach, FL 33401

610 Clematis St. Ste. CU02

Simmons & White, Inc.

West Palm Beach, Florida 33401

2581 Metrocentre Blvd., Suite 3

1800 Old Okeechobee Rd., Ste. 509

West Palm Beach, FL 33407

West Palm Beach, FL 33409

285 Banyan Blvd.

Urban Design Studio

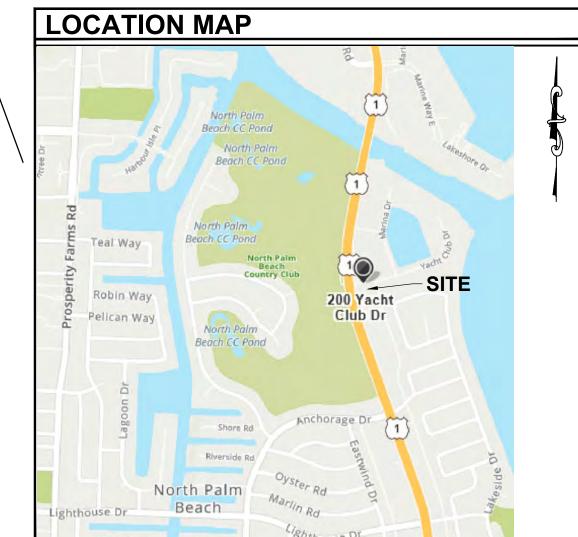
561.684.6844

561.366.1100

561.478.7848

561.615.3988

Brown & Phillips, Inc.



SITE DATA:

LAND USE DESIGNATION: COMMERCIAL

C-MU / US-1 MIXED USE DISTRICT **ZONING DISTRICT:**

PROPERTY CONTROL NUMBER(S): 68-43-42-09-02-000-0010 68-43-42-09-01-070-0140

68-43-42-09-01-070-0121

EXISTING USE: VACANT COMMERCIAL

PROPOSED USES: RESIDENTIAL, DWELLING - MULTI-FAMILY RENTAL (PERMITTED) LIVE/WORK UNIT (PERMITTED)

BUSINESS STORES & SERVICES, GENERAL (PERMITTED)

RESTAURANT (PERMITTED)

4.09 AC. / 178,413 SF

GROSS FLOOR AREA: TOTAL 227,975 SF

4			USABLE SQUARE FOOTAGE (USF)				
		Building A	Building B	Building C	CLUBHOUSE	TOWNH	IOUSE
		building A	Building B	Building C	CLOBHOOSE	OVERALL	PER UNIT
_	1st FLOOR	18,988	9,832	21,601	AT GARAGE		984
	2nd FLOOR	19,197	9,817	21,601	STRUCTURE	3,196	983
W	3rd FLOOR	19,197	9,817	21,601	FORTH FLOOR	PER UNIT	983
	4th FLOOR	19,197	9,817	21,601	ROOFTOP	AT 6 UNITS	246
	TOTAL	76,579	39,283	86,404	6,533	19,176	

MAX. DENSITY PERMITTED: 24 DU/AC BY RIGHT, UP TO 36 DU/AC WITH WORKFORCE HOUSING DENSITY BONUS

DENSITY PROPOSED: 32.52 DU/AC / 133 UNITS EQUIVALENT DENSITY * WITH WORKFORCE HOUSING DENSITY BONUS

1-BEDROOM = 97 UNITS (50% EQUIV. DENSITY *) 2-BEDROOM = 74 UNITS (100% EQUIV. DENSITY)

TOWNHOUSE 3-BR = 6 UNITS (100% EQUIV. DENSITY) LIVE-WORK = 4 UNITS (100% EQUIV. DENSITY) 181 UNITS (133 UNITS EQUIVALENT DENSITY)

* PER SEC. 45-2, FOR PURPOSES OF COMPUTING RESIDENTIAL DENSITY A DWELLING UNIT THAT CONTAINS ONLY ONE BEDROOM, OR NO SEPARATE BEDROOM, COUNTS AS ONE-HALF A DWELLING UNIT.

BUILDING HEIGHT (SEC. 45-31): 4 STORIES / MAX. 46'8" HT. Note: The maximum height of a building in feet is controlled by the maximum ceiling heights for individual stories, as provided in subsection 45-31.E.5. Refer to Building Elevations for proposed

PUBLIC USE AREA PROPOSED: 13,000 SF (7% OF GROSS SITE AREA)

Concurrency Summary				
MULTI-FAMILY RESIDENTIAL	181 UNITS			
RESTAURANT	1,578 SF			

PARKING DATA:

ARKING REQUIRED	234 SPACES plus 8 SPS (TOWNHOUSE)
ESIDENTIAL LDG. A, B, C UNITS: IVE-WORK:	1.25 / UNIT @ 171 UNITS = 214 SPACES 1 PER 1,000 SF @ 4,224 SF / 4 LIVE-WORK UNITS = 4 SPACES
ESTAURANT:	10 PER 1,000 SF @ 1,578 SF = 16 SPACES
OWNHOUSE:	1.25 / UNIT @ 6 UNITS = 8 SPACES
ARKING PROVIDED	278 SPACES *
ARAGE PARKING:	225 SPS

STANDARD: 49 SPS. (9' x 18' -90d) (8'x22' -parallel) **GOLF CART** 4 SPS. (6' X 12')

ACCESSIBLE PARKING: 7 SPS. (12' x 18') (INCLUDED IN TOTAL PARKING COUNT ABOVE, FOR 201-300 SPACES PROVIDED)

TOWNHOUSE PARKING PROVIDED 24 SPACES (TOWNHOUSE

PRIVATE GARAGE: 2 SPS. PER UNIT X 6 UNITS PRIVATE DRIVEWAY: 2 SPS PER UNIT X 6 UNITS

NOTE: A MINIMUM OF SIX (6) OF THE PROVIDED PARKING SPACES SHALL BE FOR ELECTRIC VEHICLE (EV) CHARGING STATIONS. 2 EV SPACES ARE PROVIDED IN THE SURFACE PARKING AREA AND 4 EV SPACES WILL BE PROVIDED IN THE GARAGE.

Landscape Architecture

610 Clematis Street, Suite CU02

561.366.1100 FAX 561.366.1111

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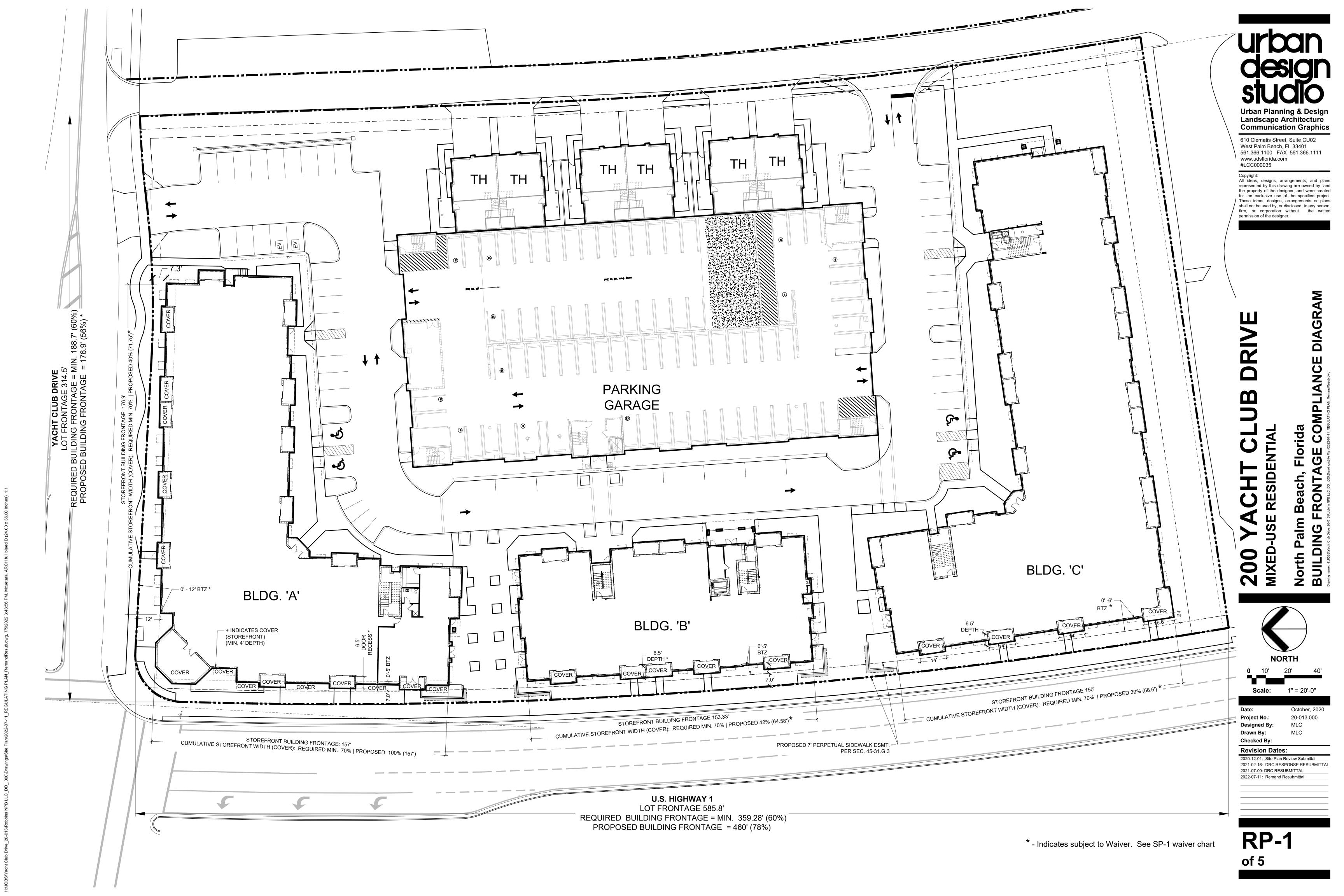
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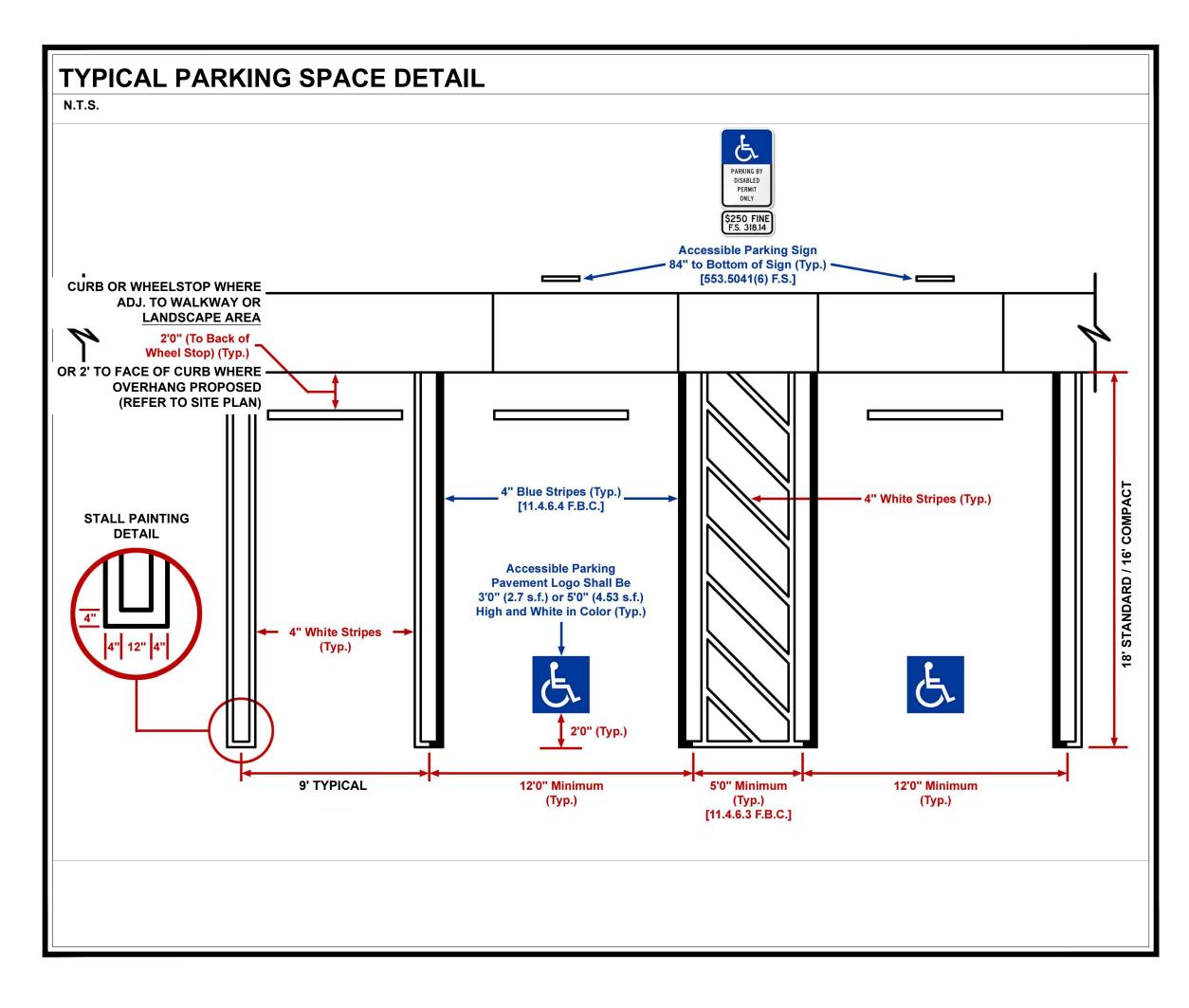
Communication Graphics

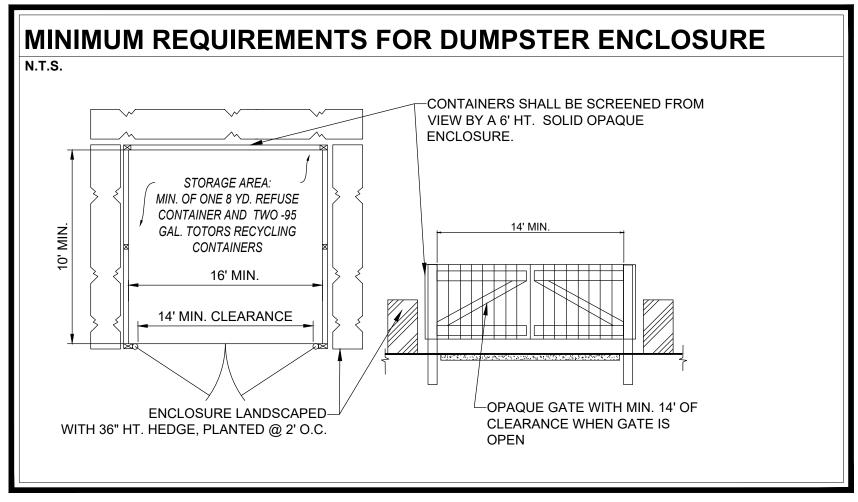
Scale: 1" = 30'-0" OCTOBER 2020 20-013.000

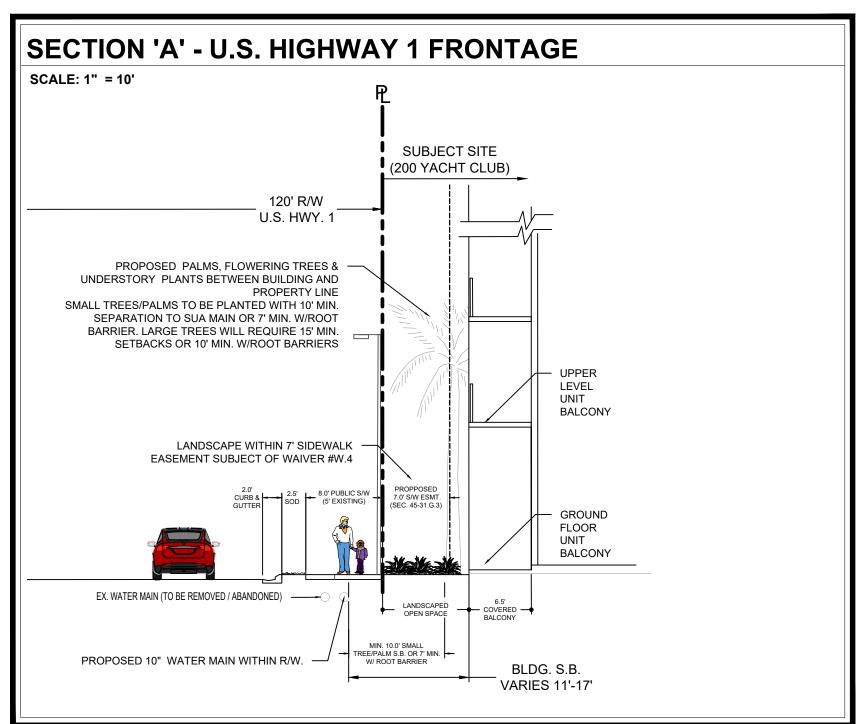
Project No.: **Designed By:** Drawn By: ΚT Checked By: **Revision Dates:** 2020-12-01: Site Plan Review Submittal

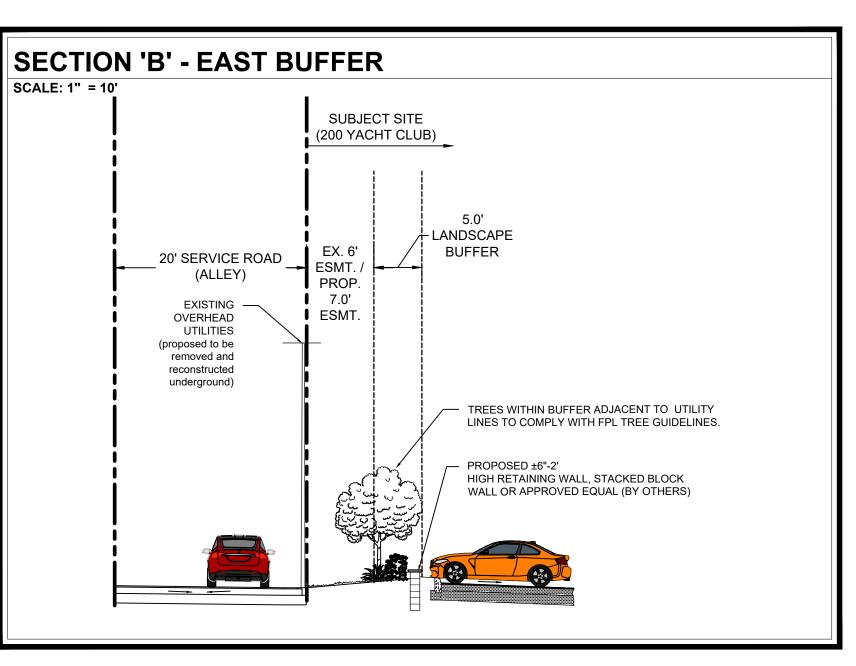
2021-02-16: DRC Response Resubmittal 2021-07-09: DRC Resubmittal #2 2021-09-15: DRC Resubmittal #3 2021-10-29: DRC Resubmittal #4 (Fire & SUA) 2021-11-19: DRC Resub. (EV parking & Fire Lane) 2022-07-11: Remand Submittal (Height Rev)

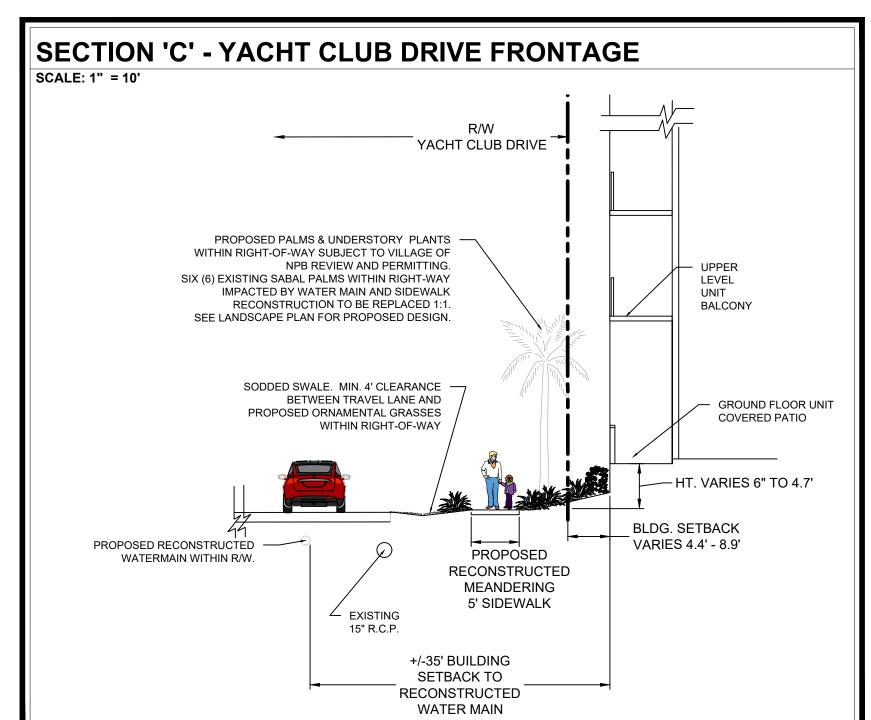


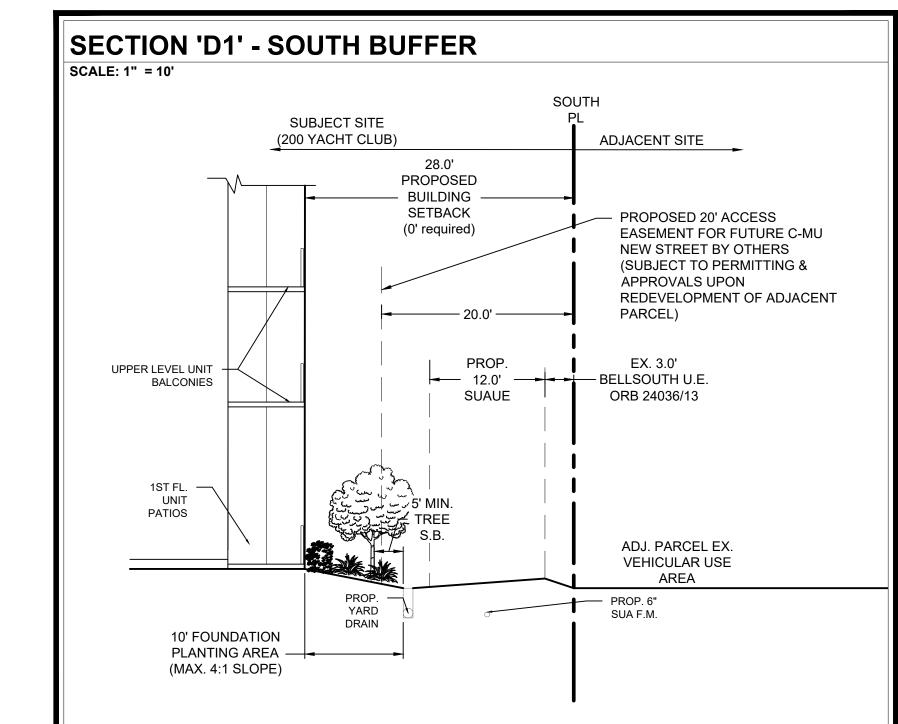


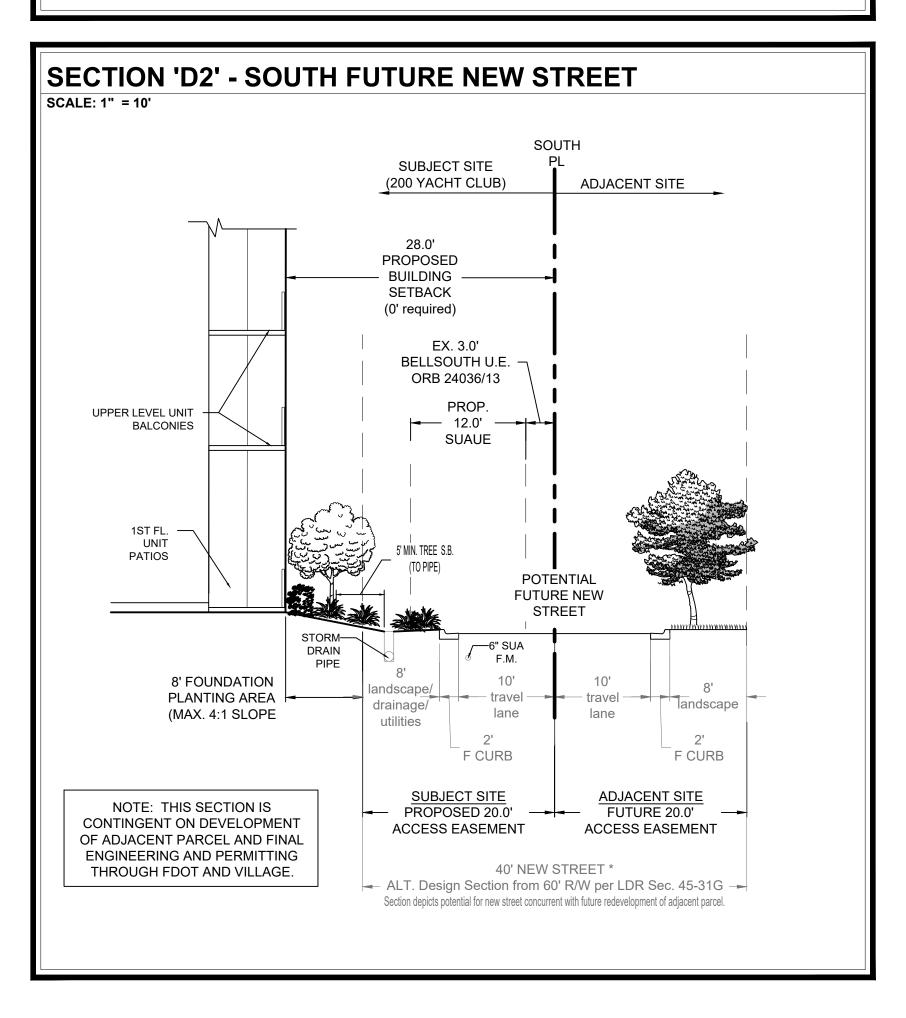












Landscape Architecture Communication Graphics

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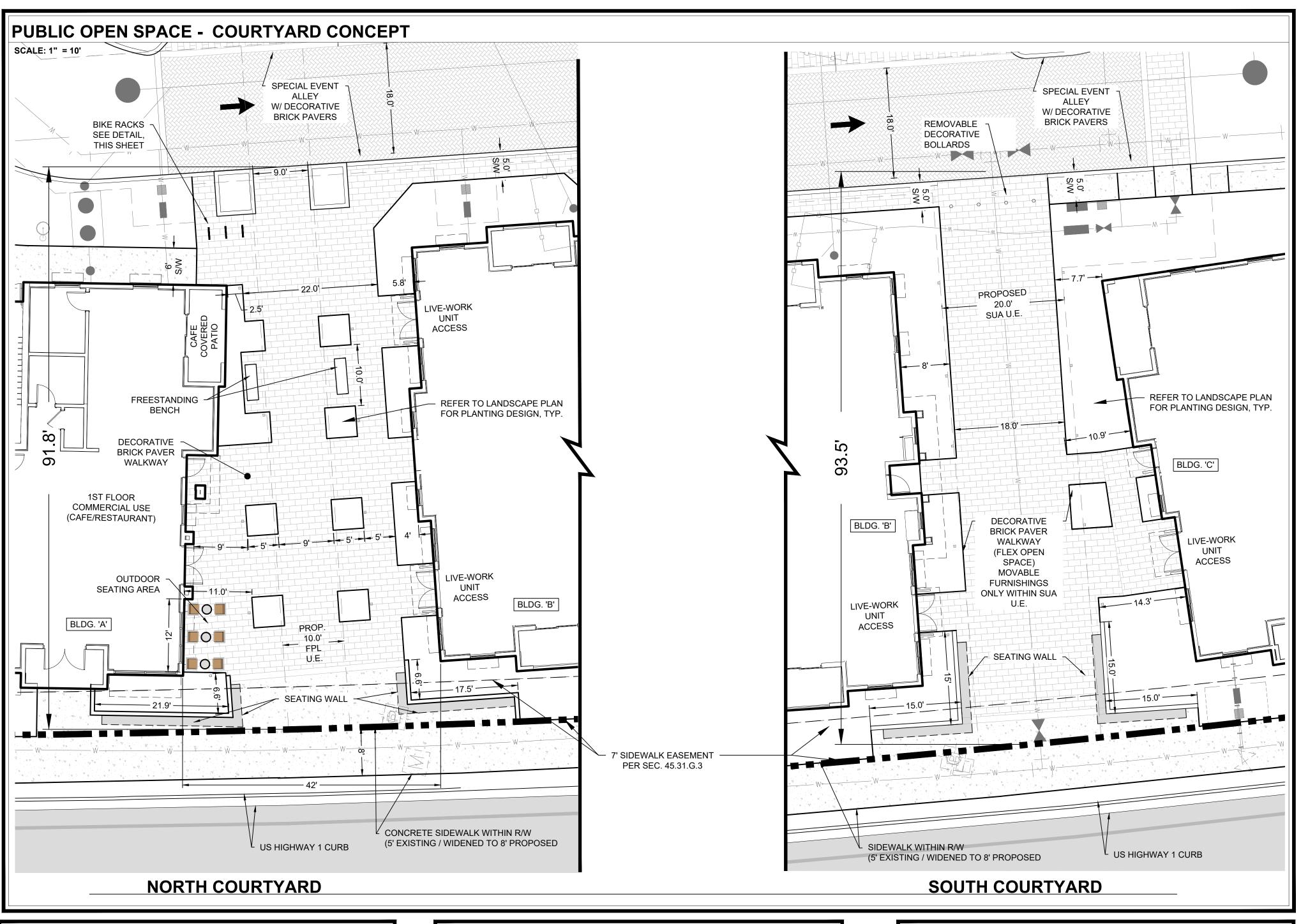
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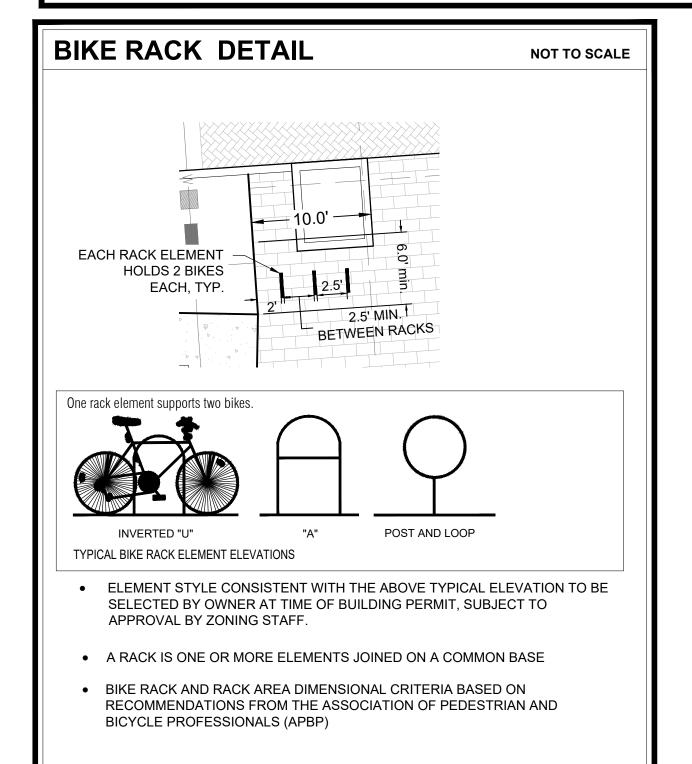
October, 2020 Project No.: 20-013.000 Designed By: Drawn By:

Checked By: **Revision Dates:**

2020-12-01: Site Plan Review Submittal 2021-02-16: DRC RESPONSE RESUBMITTAL 2021-07-09: DRC RESUBMITTAL 2021-09-15: DRC RESUBMITTAL

2022-07-11: Remand Resubmittal









Landscape Architecture Communication Graphics

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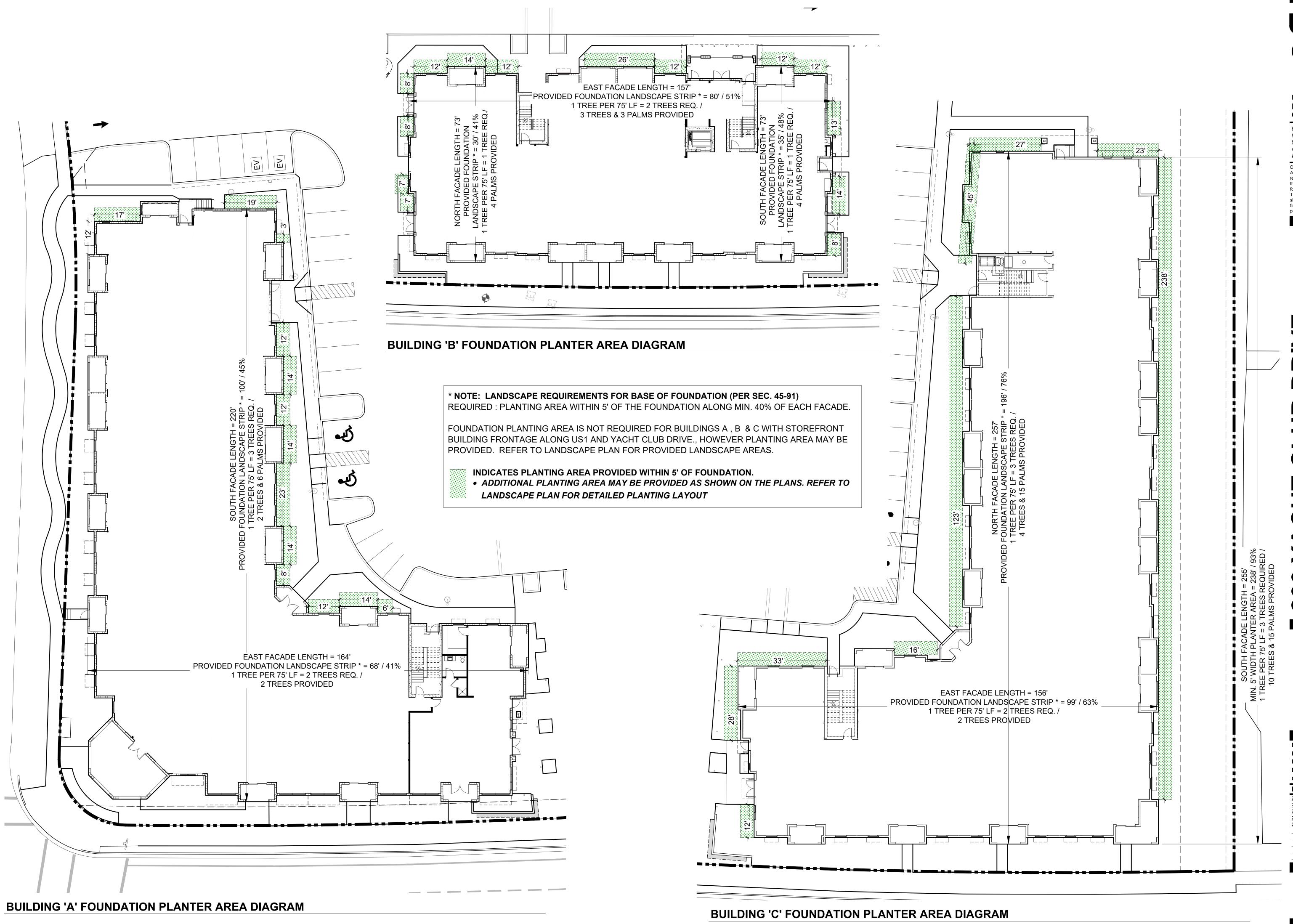
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October, 2020 **Project No.:** 20-013.000 Drawn By:

Checked By:

Revision Dates:

2021-02-16 DRC RESPONSE RESUBMITTAL 2021-07-09: DRC RESUBMITTAL 2021-09-15: DRC RESUBMITTAL 2022-07-11: Remand Resubmittal



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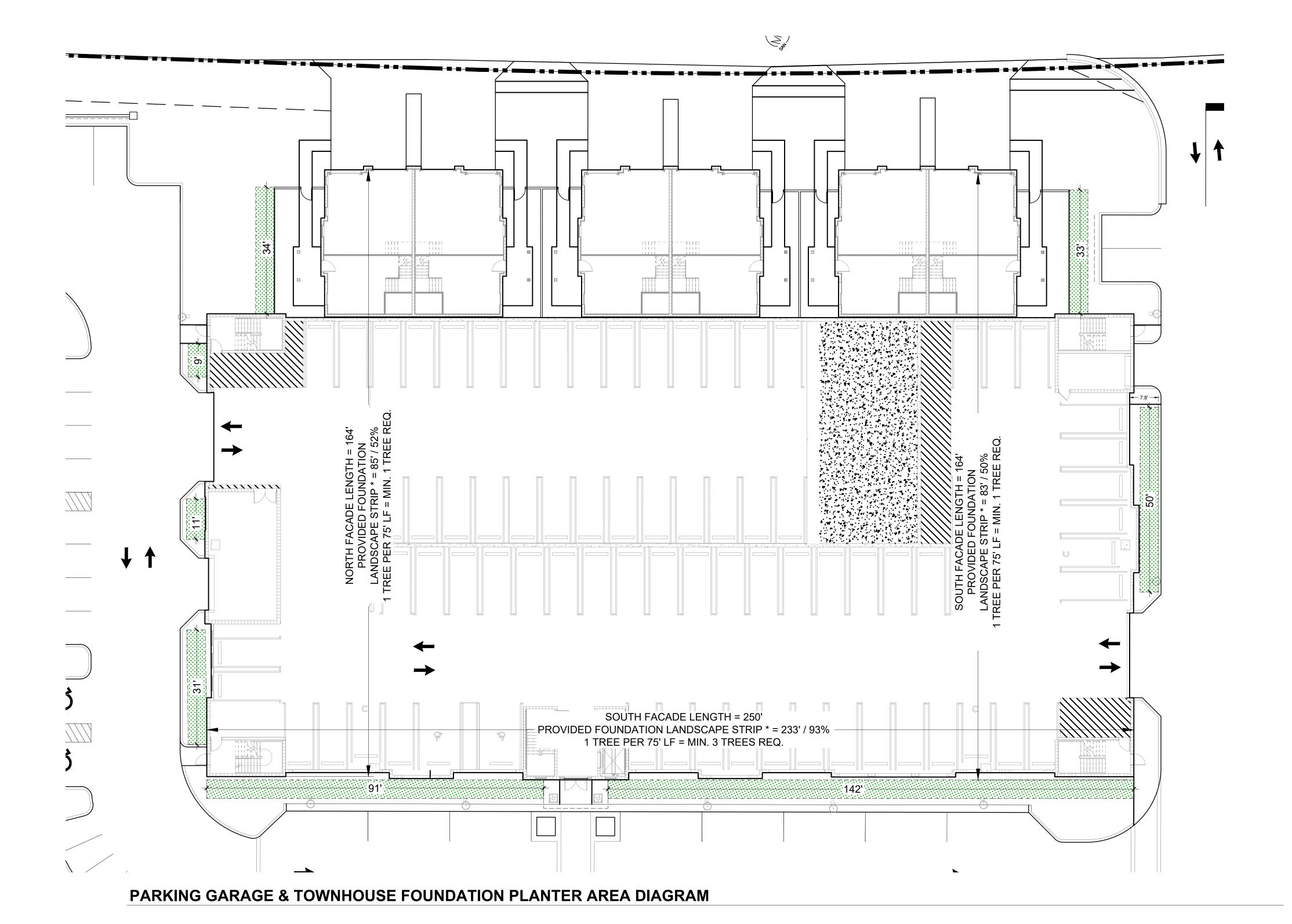
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Revision Dates:



* NOTE: LANDSCAPE REQUIREMENTS FOR BASE OF FOUNDATION (PER SEC. 45-91) REQUIRED: PLANTING AREA WITHIN 5' OF THE FOUNDATION ALONG MIN. 40% OF EACH FACADE.

FOUNDATION PLANTING AREA IS NOT REQUIRED FOR BUILDINGS A , B & C WITH STOREFRONT BUILDING FRONTAGE ALONG US1 AND YACHT CLUB DRIVE., HOWEVER PLANTING AREA MAY BE PROVIDED. REFER TO LANDSCAPE PLAN FOR PROVIDED LANDSCAPE AREAS.

INDICATES PLANTING AREA PROVIDED WITHIN 5' OF FOUNDATION.

• ADDITIONAL PLANTING AREA MAY BE PROVIDED AS SHOWN ON THE PLANS. REFER TO LANDSCAPE PLAN FOR DETAILED PLANTING LAYOUT



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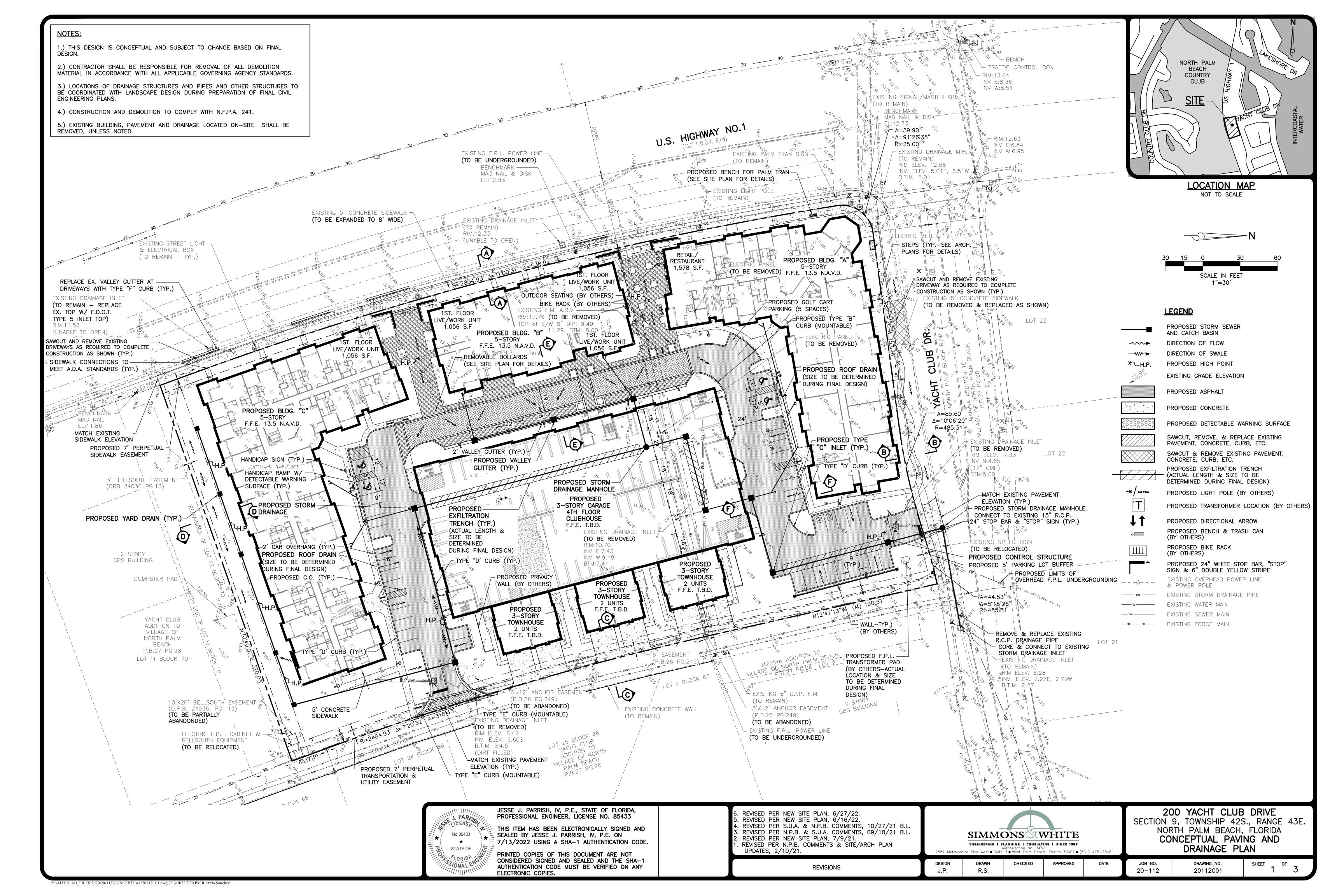
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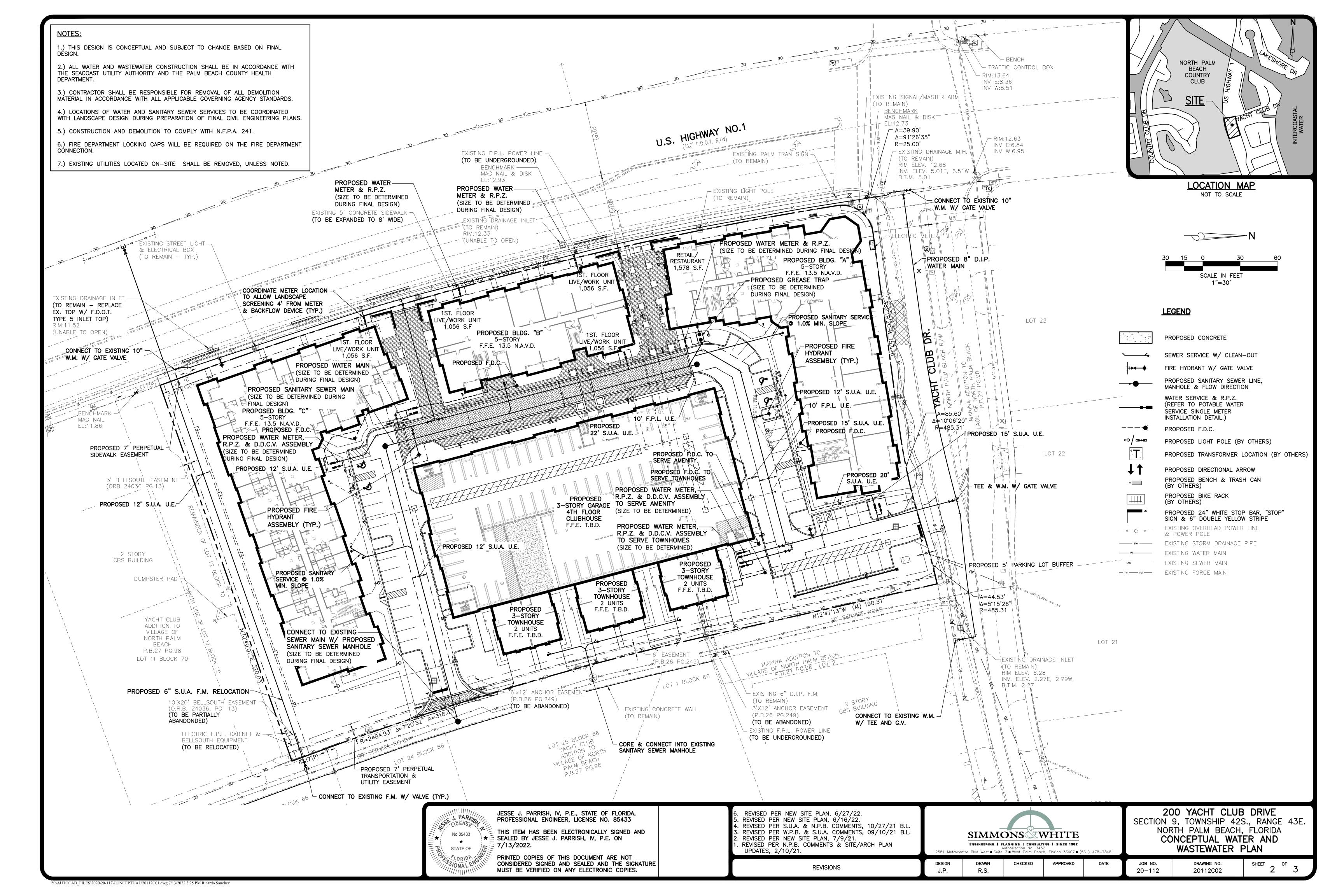
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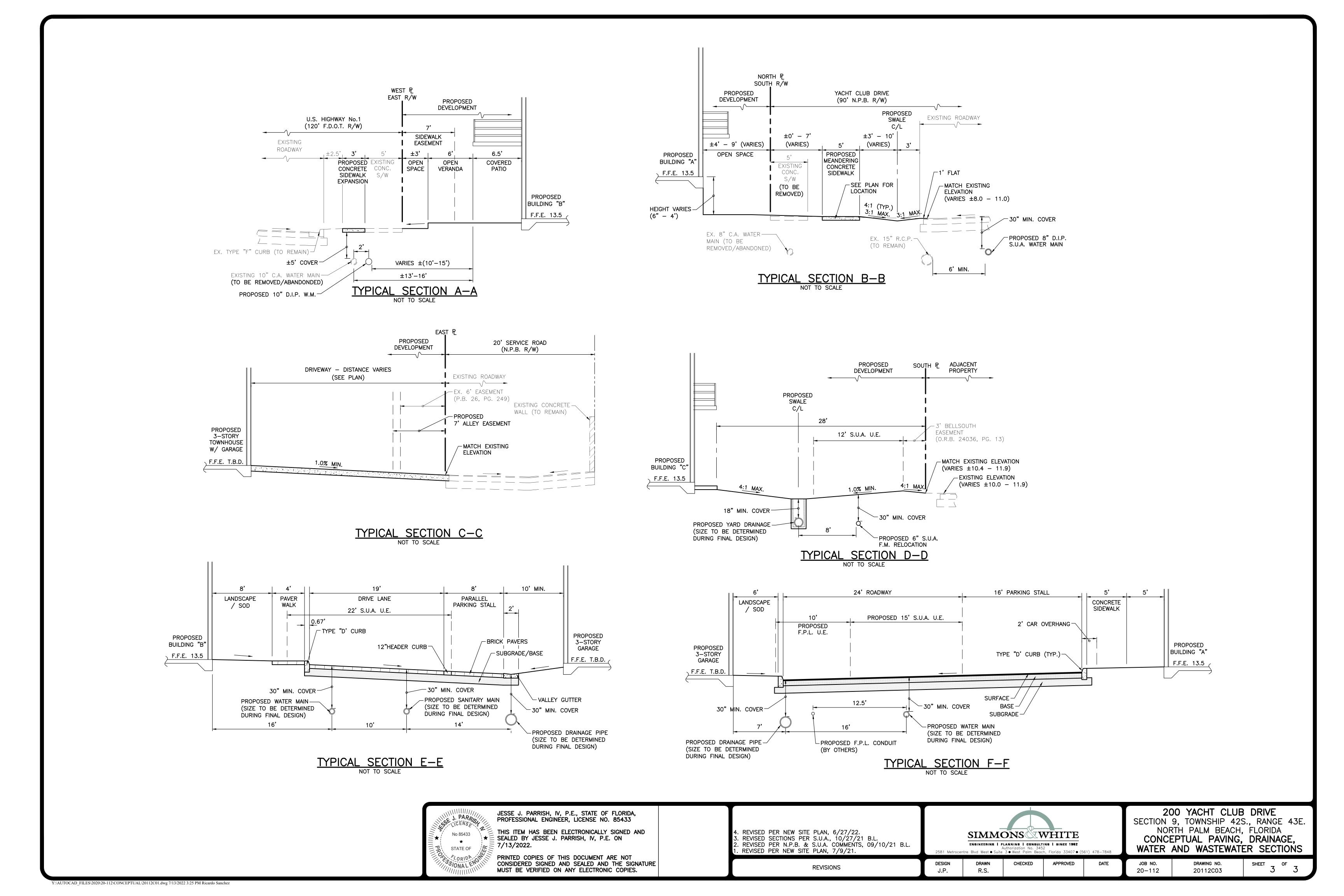
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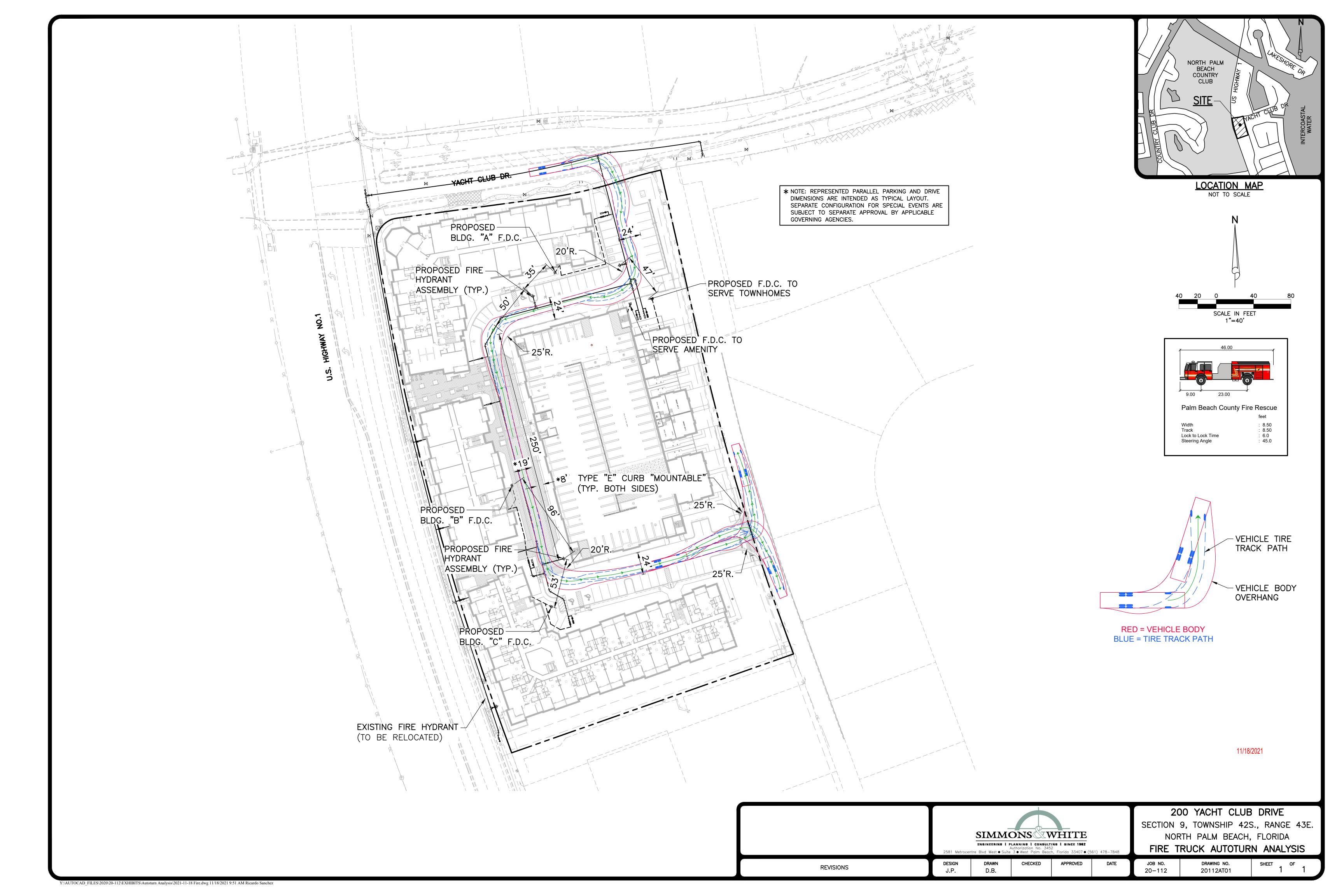
Scale: 1" = 15'-0" October, 2020

Revision Dates:





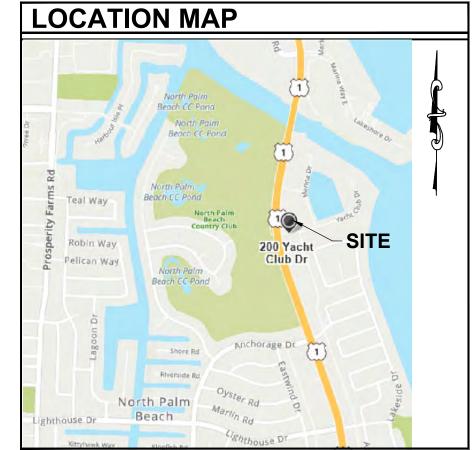




200 YACHT CLUB DRIVE

Preliminary Landscape Plan North Palm Beach, Florida

NOTE: These Landscape Plans have been prepared to satisfy Village of North Palm Beach zoning requirements and to conceptually reflect landscape requirements for the site. They are not to be utilized for construction drawings until final engineering and architectural plans are available. These drawings are not to be used for Building Permit application until these plans are finalized.



LANDSCAPE DATA

REQUIRED LANDSCAPING

1. MISCELLANEOUS LANDSCAPE ELEMENTS (PER SEC. 45-88) PLAN COMPLIES. SEE SITE AND LANDSCAPE PLAN

2. OFF-STREET PARKING LOTS (PER SEC. 45-89)

BUFFER REQUIRED / PROVIDED: MIN. 5' WIDTH / TREES 30' O.C. / 3' HT. HEDGE

INTERIOR & TERMINAL ISLANDS
REQUIRED: 1 SHADE TREE PER ISLAND *

12 SHADE TREES * / 4 SPECIMEN PALMS / 3 PALMS @ 3:1

3. SITE PERIMETERS - CM-U DISTRICT (PER SEC. 45-90)

WEST FRONT YARD BUILDING A

(STOREFRONT): N/A (STOREFRONT BUILDING FRONTAGE)

BUILDING B & C N/A (STOREFRONT BUILDING FRONTAGE) STOREFRONT:

NORTH FRONT YARD

(STOREFRONT): N/A (STOREFRONT BUILDING FRONTAGE)

SOUTH SIDE YARD

NOT APPLICABLE FOR CM-U

REQUIRED: 5' BUFFER / TREES 30' O.C. @ 394' LF = 13 TREES / PLUS HEDGE

PROVIDED: +5' BUFFER / 7 TREES & 21 PALMS / PLUS HEDGE EASTERN PROPERTY LINE LENGTH (538' LF) MINUS THE BUILDING FRONTAGE (144' LF) = NET BUFFER LENGTH (394' LF) 4. BASE OF FOUNDATION (PER SEC. 45-91)

(REFER TO SHEET RP-4 FOR COMPLIANCE DIAGRAM)

REQUIRED / PROVIDED: MIN. 5' PLANTING AREA @ 40% OF FACADE * * NOT REQUIRED FOR BUILDING A, B & C STOREFRONT BUILDING FRONTAGE

SPECIES MIX

REQUIRED = 6 SPECIES PROVIDED = 7 SPECIES

NATIVE CLASSIFICATION

TOTAL TREES PROVIDED = 63 (Tibouchina and Plumeria not included) % NATIVE = 35 NATIVE TREES / 56%

TOTAL PALMS PROVIDED = 167 (Licuala Palms not included) % NATIVE = 89 NATIVE PALMS / 53%

TOTAL SHRUBS & HEDGES PROVIDED = 2,216 % NATIVE = 1,654 NATIVE SHRUBS / 75%

LANDSCAPE POINTS TO EXCEED MINIMUM STANDARDS

REQUIRED: 100 PTS. FOR 1 AND 2 AC. PLUS 50 PTS. PER EA. ADD'L ACRE

PROVIDED:

NATIVE TREES (1) - (IF \geq 5" DBH)

(20 POINTS PÈR TREE RETAINED OR PLANTED PLUS 1 POINT FOR EACH INCH > 5" DBH)

COURTYARDS, LOGGIAS, PATIOS AND SIMILAR OPEN AREAS AVAILABLE FOR PUBLIC USE (50 POINTS PER PUBLIC OPEN AREA)

TOTAL PROVIDED POINTS

200 POINTS (FOR 4.09 AC.PARCEL)

189.5 POINTS (6 RELOCATED TREES) #20 12" LIVE OAK (27 PTS), #22 17" LIVE OAK (32 PTS),

#27 13.5" LIVE OAK (28.5 PTS), #28 22" LIVE OAK (37 PTS), #93 17.5 LIVE OAK (32.5 PTS), #94 17.5" LIVE OAK (32.5 PTS)

100 POINTS (2 AREAS)

289.5 POINTS (FOR 4.09 AC.PARCEL)

OVERALL LANDSCAPE REFERENCE PLAN SCALE: 1" = 50'-0" DR Ħ C US HWY 1

DEVLEOPMENT TEAM:

561.684.6844

561.366.1100

Urban Design Studio

610 Clematis St. Ste. CU02

ARCHITECT: SpinaOrourke + Partners 285 Banyan Blvd.

West Palm Beach, FL 33401

CIVIL & TRAFFIC ENGINEER:

Simmons & White, Inc. 2581 Metrocentre Blvd., Suite 3 West Palm Beach, FL 33407 561.478.7848

PLANT SCHEDULE

SURVEYOR: West Palm Beach, Florida 33401

Brown & Phillips, Inc. 1800 Old Okeechobee Rd., Ste. 509 West Palm Beach, FL 33409 561.615.3988

LANDSCAPE NOTES:

LANDSCAPE

- BASE INFORMATION OBTAINED FROM A PRELIMINARY ENGINEERING AND UTILITY PLANS PREPARED BY SIMMONS & WHITE, INC. DATED 11/24/2020.
- ALL INVASIVE SPECIES WILL BE ERADICATED FROM THE AFFECTED AREA AS REQUIRED BY CODE.
- ALL LANDSCAPE MATERIAL SHALL CONFORM TO THE MOST RECENT STANDARDS AS OUTLINED BY THE "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- SIGHT TRIANGLES SHALL BE PROVIDED AND MAINTAINED BY OWNER CLEAR OF VEGETATION TO PROVIDE UNOBSTRUCTED VISIBILITY BETWEEN 30 INCHES AND 8 FEET ABOVE GRADE.
- UTILITY EASEMENTS SHALL NOT ENCROACH INTO LANDSCAPE BUFFERS MORE THAN 5 FEET OR AS
- FDOT TYPE "D" OR "F" CURB OR WHEEL STOPS TO BE PROVIDED ALONG ALL LANDSCAPE AREAS

• ALL LANDSCAPE AREAS SHALL BE SODDED, MULCHED OR OTHERWISE COVERED WITH GROUND COVER PER

- ALL INSTALLATION WORK SHALL BE CARRIED OUT IN A PROFESSIONAL MANNER IN ACCORDANCE WITH STANDARD NURSERY AND INSTALLATION PRACTICES.
- QUANTITIES ON PLANT LIST ARE FOR CONVENIENCE ONLY. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON LANDSCAPE PLANS.
- THESE PLANS AS LABELED. TREES SHOWN ON THIS PLAN ARE GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN

REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES

UTILITY SETBACK NOTES:

- ALL SETBACK DIMENSIONS SHOWN ON THE PLANS ARE TO BE MET AT THE TIME OF INSTALLATION. • TREES ARE TO BE INSTALLED WITH A FIFTEEN FOOT (15') SEPARATION FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS, OR WITH A MINIMUM TEN FOOT (10') SETBACK IF INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL ON SHEET LP-4 FOR INSTALLATION REQUIREMENTS. HOWEVER IN NO CASE SHALL A TREE ENCROACH INTO A SUAUE WITHOUT PRIOR SEACOAST UTILITY AUTHORITY APPROVAL AND ONLY SOD CAN BE INSTALLED WITHIN 5' OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL AND SUA.
- TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY DRAINAGE OR STORM SEWER INFRASTRUCTURE, OR WITH A MINIMUM SEVEN FOOT (7') SETBACK IF INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL ON SHEET LP-4 FOR INSTALLATION WHERE REQUIRED, ROOT BARRIER TO BE INSTALLED WITH A MINIMUM 5' SEPARATION TO THE
- EDGE OF ALL UNDERGROUND UTILITIES AND INFRASTRUCTURE. TREES SHALL BE PLANTED WITH A MIN. 2' SEPARATION BETWEEN ANY ROOT BARRIER (MEASURED
- FROM THE CENTER OF THE TREE).

LANDSCAPE EXCAVATION & BACKFILL NOTES:

- TREE AND SHRUB PLANTING BEDS WHICH FALL WITHIN OR NEAR ROADWAY AREAS SHALL BE COMPLETELY EXCAVATED AND BACK-FILLED WITH TOPSOIL. ALL SHELL-ROCK OR OTHER BASE MATERIALS, AND ALL SUBSOIL AND DEBRIS, SHALL BE COMPLETELY REMOVED FROM BENEATH SUCH PLANTING AREAS, TO A MINIMUM DEPTH OF 36". UPON COMPLETION OF EXCAVATION, LANDSCAPE ARCHITECT OR OWNER SHALL INSPECT THE EXCAVATED AREA PRIOR TO BACKFILLING
- ALL TREE AND/OR SHRUB PLANTING AREAS WITHIN 8' OF BUILDING FOUNDATIONS, AND ANY OTHER PLANTING AREAS WHERE SIGNIFICANT BURIED CONSTRUCTION DEBRIS IS ENCOUNTERED, SHALL BE COMPLETELY EXCAVATED TO A MINIMUM DEPTH OF 36". UPON COMPLETION OF EXCAVATION, LANDSCAPE ARCHITECT OR OWNER SHALL INSPECT THE EXCAVATED AREA PRIOR TO BACKFILLING

DISPOSITION & MITIGATION SUMMARY CHART:

EXISTING TREE DISPOSITION SUMMARY					
PROPOSED DISPOSITION	TREES	DBH (INCHES)			
Preserved	0	N/A			
Non-native &/OR less than					
60% conditon rating to be	20	NI/A			
removed	29	N/A			
(no mitigation required)					
Native & 60% or greater					
conditon rating to be	<u>6</u>	<u>101.5</u>			
relocated on site					
Total Trees	35				

EXISTING PALM DISPOSITION S	SUMMAR
Preserved	0
Relocated on-site	48
Removed	18
Total Palms	66

RELOCATION PROGRAM:

- LIVE OAKS: 6 RELOCATED ON SITE
- SABAL PALMS: 48 RELOCATED ON SITE (TO SOUTH AND EAST BUFFER)

SHEET INDEX:	
COVER SHEET	LP-1
LANDSCAPE PLAN	LP-2 & LP-3
LANDSCAPE DETAILS	LP-4
TREE RELOCATION AND PROTECTION PLAN	LP-5
LANDSCAPE SPECIFICATIONS	LP-6
TREE DISPOSITION PLAN	TD-1

REES	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
5 • 6	BS	7	Bursera simaruba / Gumbo Limbo Min. 12` Ht. x 5` Spr., Min. 3" Cal., Single stemmed, Full even	Yes	Yes
	CG	9	Cassia surattensis / Glaucous Cassia	No	Yes
\(\frac{\partial \text{\tint{\text{\tin}\text{\texi\text{\texi}\tint{\text{\text{\text{\text{\text{\text{\texi}\text{\text{\texit{\text{\tex{\texi}\text{\text{\texi{\text{\texi}\text{\text{\texit{\text{\ti}\tinttit{\texi}\text{\texi}\til\texit{\texi{\texi{\texi{\	CG	9	12` Ht. x 5` Spr., Min. 2" cal., Single stemmed, Full even crown	INO	Tes
	CE2	7	Conocarpus erectus / Green Buttonwood Min. 12` Ht. x 5` Spr., Min. 3" Cal., Single stemmed, Full even	Yes	Yes
(2 · c)			crown		
	CE	15	Conocarpus erectus `sericeus` / Silver Buttonwood 12` Ht. x 5` Spr., Min. 2.5" cal., Single stemmed, Full even	Yes	Very
4	ED	21	crown Elaeocarpus decipiens / Japanese Blueberry Tree	No	Yes
£			12` Ht. x 5` Spr., 2.5" Cal., 5` CT, Full Dense Canopy		
	PO	4	Plumeria obtusa / Singapore White Plumeria	No	Yes
			8` Ht. x 4` Spr., Min		
	TG	4	Tibouchina granulosa / Purple Glory Tree 8` Ht. x 4` Spr. 1.5" Cal. Straight Trunk	No	Yes
N.M.TDEEC	CODE	OTV	DOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
ALM TREES	CODE	QTY 18	BOTANICAL / COMMON NAME Cocos nucifera `Green Malayan` / Coconut Palm 14` G.W., Matched Heights, Heavy Straight Trunk, No Tapering	NATIVE No	PROUGHT TOLERANT Yes
SiS			GW, No Scars, Full Crown		
M	LG	20	Licuala grandis / Licuala Palm Sun Grown, 4` Ht. x 3` Spr.	No	Yes
	PS	6	Phoenix sylvestris / Wild Date Palm	No	Yes
			16` G.W., Matched Heights, Heavy Straight Trunk, No Tapering GW, No Scars, Full Crown		
	PE	43	Ptychosperma elegans / Alexander Palm 10` Ct. 16` O.A. Ht. Single Trunk, Full Head, No Scarred Trunk	No	Yes
			Ot. 10 O.A. Ht. Single Hunk, Full Head, No Scared Hunk		
	RE12	12	Roystonea elata / Florida Royal Palm 12` G.W., Matched Heights, Heavy Straight Trunk, No Tapering	Yes	Yes
	SP	9	GW, No Scars, Full Crown Sabal palmetto / Cabbage Palmetto	Yes	Yes
			8`-12` C.T. Varying Heights, Slick Straight Trunk, Hurricane Cut		
~~~	TR	19	Thrinax radiata / Florida Thatch Palm	Yes	Very
(·)			6` Ct. 8` O.A. Ht. Single Trunk, Full Head		
	VA	13	Veitchia arecina / Montgomery Palm 12` G.W., Matched Heights, Heavy Straight Trunk, No Scars,	No	Yes
ELOCATED TREES	CODE	QTY	Full Crown  BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
S TREES	QV-R	6	Quercus virginiana / Southern Live Oak (RELOCATED) Existing Live Oak Tree relocated from on-site (Tag #s 20, 22,	Yes	Yes
QV-R			27, 28,93, 94). Refer to Tree Dispositon Tabular		
(A)	SP-R	46	Sabal palmetto / Cabbage Palmetto (RELOCATED) EXISTING TREE RELOCATED FROM ELSEWHERE ON SITE	Yes	Yes
HRUBS	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
,,	ALZ	74	Alpinia zerumbet / Shell Ginger 7 Gal., Min. 36" Ht., 36" Spr., 48" O.C Full Dense Shrub,	No	Yes
	CLU	266	Clusia guttifera / Small Leaf Clusia	Yes	Yes
$\overline{}$	CAQ	28	3 Gal., Min. 36" Ht., 36" Spr., 48" o.c. Full dense shrub,  Crinum augustum `Queen Emma` / Queen Emma Crinum Lily	No	Yes
ZWY TO THE	OAQ	20	7 Gal., Min. 36" Ht., 36" Spr., 36" O.C Full Dense Shrub		103
$\circ$	MYC	95	Myrica cerifera / Wax Myrtle 7 Gal., Min. 36" Ht., 36" Spr., 48" o.c. Full dense shrub,	Yes	Yes
NE	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
who.	BK	3	Bougainvillea x 'Barbara Karst' / Barbara Karst Bougainvillea 15 Gal, 8' HT, Trellis Grown, Attach to Building with SS Trellis	No	Yes
RGE SHRUBS	CODE CHI3	QTY 97	BOTANICAL / COMMON NAME Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum	NATIVE Yes	DROUGHT TOLERANT Yes
30003000030000000000000000000000000000			Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base		
EDIUM SHRUBS	CODE	QTY 290	BOTANICAL / COMMON NAME Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum	NATIVE Yes	DROUGHT TOLERANT Yes
			Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base		
	HAC	76	Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense	Yes	Yes
	HIB	83	Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense	No	Yes
	IXA	177	Shrub, Full to Base Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora	No	Yes
	NALLO	00	Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense	\/	Vos
	MUC	38	Muhlenbergia capillaris / Pink Muhly Min. 3 Gal. , Min. 24" Ht. x 24" Spr. 36" O.C. Full and Dense Shrub, Full to Edge of Pot	Yes	Yes
	PSA	82	Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant	No	Yes
	PLM	164	Plumbago auriculata / Blue Plumbago	No	Yes
	TDF	126	Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum dactyloides / Fakahatchee Grass	Yes	Yes
	اد،		Min. 3 Gal. Min. 24" Ht. x 18" Spr. 36" O.C. Full and Dense Shrub, Full to Base		
	FAD	597	Tripsacum floridanum / Fakahatchee Grass `Dwarf Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant	Yes	Yes
	ZAF	163	Zamia floridana / Coontie	Yes	Yes
ROUND COVERS	CODE	QTY	3 Gal., Min. 18" ht. x 18" spr., 30" O,C., full to base  BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
	AGE	997	Arachis glabrata `Ecoturf` / Perennial Peanut Min. 1 Gal. 6" Ht x 12" Spr. 18" O.C. Full to Edge of Pot	No	Yes
	FIC	1,763	Ficus microcarpa `Green Island` / Green Island Ficus	No	Yes
	רוטט	202	Min. 3 Gal., 12" Ht. x 12" Spr., 18" O.C., Fully Rooted and Dense	Var	Voc
	HDS	203	Helianthus debilis / Dune Sunflower Min. 3 Gal., 12" Ht. x 12" Spr., 24" O.C., Fully Rooted and Dense	Yes	Yes
	LME	591	Liriope muscari `Emerald Goddess` / Lilyturf Min. 1 Gal. 12" Ht x 12" Spr. 18" O.C. Full to Edge of Pot	No	Yes
OD AND MULCH	CODE	QTY	BOTANICAL / COMMON NAME	NATIVE	DROUGHT TOLERANT
	SOD	8,351 sf	Stenotaphrum secundatum / St. Augustine Grass Laid flat, No Gaps, Rolled and Sanded to create a uniform flat	No	No
	ı	I	mowing surface, Weed and Disease Free, Laid tight, Staggered joints	1	I

• ALL PLANT MATERIAL SPECIFICATIONS AND CONTAINER SIZES LISTED IN THE PROJECT PLANT SCHEDULE ARE REQUIRED MINIMUMS. ALL PLANT MATERIAL SHALL BE FLORIDA # 1 OR BETTER. CONTRACTOR CAN EXCEED THE REQUIRED MINIMUM SPECIFICATION AND CONTAINER SIZE BASED ON MATERIAL AVAILABILITY.

• ALL PLANT MATERIAL SHALL MEET AND ADHERE TO FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS. THE LANDSCAPE ARCHITECT

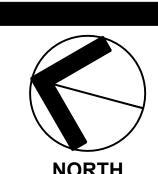
OR CLIENT HAVE THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING THESE STANDARDS.

**Landscape Architecture Communication Graphics** 

610 Clematis Street, Suite CU02 West Palm Beach, FL 33401 561.366.1100 FAX 561.366.1111 www.udsflorida.com #LCC000035

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Scale: 1" = 20'-0"

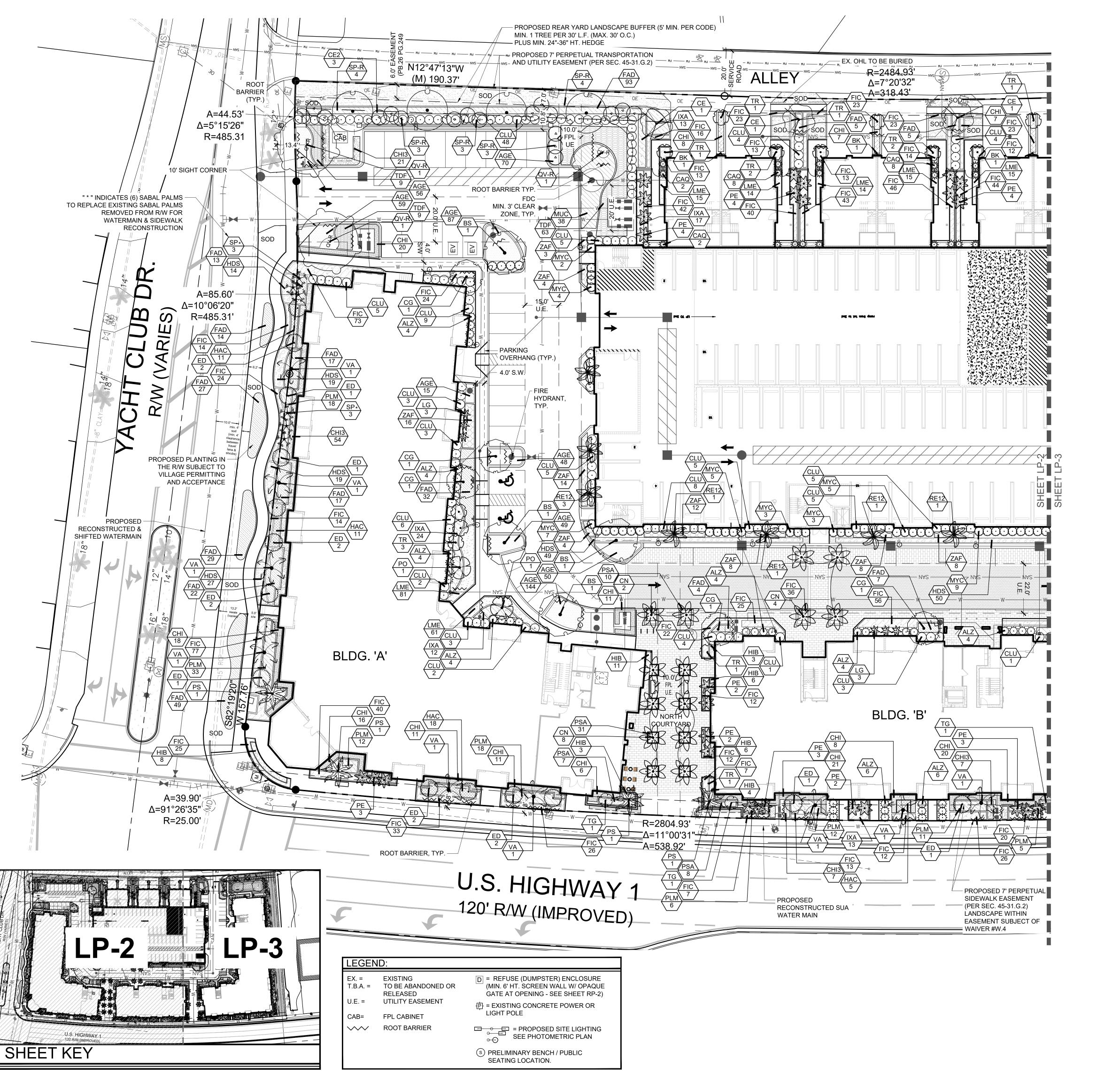
December 1, 2020

Checked By:

**Revision Dates:** 

2021-02-16 DRC RESPONSE RESUBMITTA 2021-07-09 DRC RESUBMITTAL

2021-09-17 DRC RESUBMITTAL 2021-10-29 DRC RESUBMITTAL #4 (Fire&SUA 2022-07-11 Remand Resubmittal

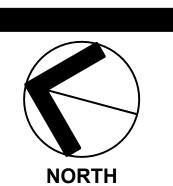


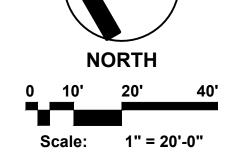
PLANT LEGE TREES	CODE	BOTANICAL / COMMON NAME
So of	BS	Bursera simaruba / Gumbo Limbo Min. 12` Ht. x 5` Spr., Min. 3" Cal., Single stemmed, Full even crown
Just My	CG	Cassia surattensis / Glaucous Cassia
la media		12` Ht. x 5` Spr., Min. 2" cal., Single stemmed, Full even crown
	CE2	Conocarpus erectus / Green Buttonwood Min. 12` Ht. x 5` Spr., Min. 3" Cal., Single stemmed, Full even crown
	CE	Conocarpus erectus `sericeus` / Silver Buttonwood 12` Ht. x 5` Spr., Min. 2.5" cal., Single stemmed, Full even crown
	ED	Elaeocarpus decipiens / Japanese Blueberry Tree 12` Ht. x 5` Spr., 2.5" Cal., 5` CT, Full Dense Canopy
$\overline{\mathcal{R}}$	PO	Plumeria obtusa / Singapore White Plumeria 8` Ht. x 4` Spr., Min
	TG	Tibouchina granulosa / Purple Glory Tree 8` Ht. x 4` Spr. 1.5" Cal. Straight Trunk
ALM TREES	CODE	BOTANICAL / COMMON NAME  Cocos nucifera `Green Malayan` / Coconut Palm
		14` G.W., Matched Heights, Heavy Straight Trunk, No Tapering GW, No Scars, Full Crown
	LG	Licuala grandis / Licuala Palm Sun Grown, 4` Ht. x 3` Spr.
	PS	Phoenix sylvestris / Wild Date Palm 16` G.W., Matched Heights, Heavy Straight Trunk, No Tapering GW, No Scars, Full Crown
	PE	Ptychosperma elegans / Alexander Palm 10` Ct. 16` O.A. Ht. Single Trunk, Full Head, No Scarred Trunk
	RE12	Roystonea elata / Florida Royal Palm 12` G.W., Matched Heights, Heavy Straight Trunk, No Tapering GW, No Scars, Full Crown
	SP	Sabal palmetto / Cabbage Palmetto 8`-12` C.T. Varying Heights, Slick Straight Trunk, Hurricane Cut
$\bigcirc$	TR	Thrinax radiata / Florida Thatch Palm 6` Ct. 8` O.A. Ht. Single Trunk, Full Head
	VA	Veitchia arecina / Montgomery Palm 12` G.W., Matched Heights, Heavy Straight Trunk, No Scars, Full Crown
ELOCATED TREES	CODE QV-R	BOTANICAL / COMMON NAME  Quercus virginiana / Southern Live Oak (RELOCATED)
QV.R	,	Quercus virginiana / Southern Live Oak (RELOCATED) Existing Live Oak Tree relocated from on-site (Tag #s 20, 22, 27, 28,93, 94). Refer to Tree Dispositon Tabular
(A)	SP-R	Sabal palmetto / Cabbage Palmetto (RELOCATED) EXISTING TREE RELOCATED FROM ELSEWHERE ON SITE
HRUBS	CODE	BOTANICAL / COMMON NAME
3	ALZ	Alpinia zerumbet / Shell Ginger 7 Gal., Min. 36" Ht., 36" Spr., 48" O.C Full Dense Shrub,
$\odot$	CLU	Clusia guttifera / Small Leaf Clusia 3 Gal., Min. 36" Ht., 36" Spr., 48" o.c. Full dense shrub,
ZW.	CAQ	Crinum augustum `Queen Emma` / Queen Emma Crinum Lily 7 Gal., Min. 36" Ht., 36" Spr., 36" O.C Full Dense Shrub
$\odot$	MYC	Myrica cerifera / Wax Myrtle 7 Gal., Min. 36" Ht., 36" Spr., 48" o.c. Full dense shrub,
NE	CODE	BOTANICAL / COMMON NAME  Rougainvillea v 'Rarbara Karet' / Rarbara Karet Rougainvillea
Mayor DOT COURT		Bougainvillea x 'Barbara Karst' / Barbara Karst Bougainvillea 15 Gal, 8' HT, Trellis Grown, Attach to Building with SS Trellis
ARGE SHRUBS	CODE CHI3	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense
EDIUM SHRUBS	CODE	Shrub, Full to Base  BOTANICAL / COMMON NAME
	СНІ	Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base
	HAC	Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and
	HIB	Dense Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base
	IXA	Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense
	MUC	Muhlenbergia capillaris / Pink Muhly Min. 3 Gal., Min. 24" Ht. x 24" Spr. 36" O.C. Full and Dense Shrub, Full to Edge of Pot
	PSA	Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant
	PLM	Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant
1995 (1995) (1995) (1995) 1995 (1995) (1995) (1995) (1995) (1995) (1995) (1995) (1995) (1995) (1995) (1995) (1995) (1995) (1995) (1995)	TDF	Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal. Min. 24" Ht. x 18" Spr. 36" O.C. Full and Dense
	FAD	Shrub, Full to Base  Tripsacum floridanum / Fakahatchee Grass `Dwarf` Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant
	ZAF	Zamia floridana / Coontie 3 Gal., Min. 18" ht. x 18" spr., 30" O,C., full to base
ROUND COVERS	CODE AGE	BOTANICAL / COMMON NAME  Arachis glabrata `Ecoturf` / Perennial Peanut Min. 1 Gal. 6" Ht x 12" Spr. 18" O.C. Full to Edge of Pot
	FIC	Ficus microcarpa `Green Island` / Green Island Ficus Min. 3 Gal., 12" Ht. x 12" Spr., 18" O.C., Fully Rooted and
	HDS	Dense  Helianthus debilis / Dune Sunflower  Min. 3 Gal., 12" Ht. x 12" Spr., 24" O.C., Fully Rooted and
	LME	Dense  Liriope muscari `Emerald Goddess` / Lilyturf  Min. 1 Gal. 12" Ht x 12" Spr. 18" O.C. Full to Edge of Pot
OD AND MULCH	CODE	BOTANICAL / COMMON NAME
	SOD	Stenotaphrum secundatum / St. Augustine Grass
		Laid flat, No Gaps, Rolled and Sanded to create a uniform flat mowing surface, Weed and Disease Free, Laid tight, Staggered

**Landscape Architecture Communication Graphics** 

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December 1, 2020 Project No.: 20-013.000

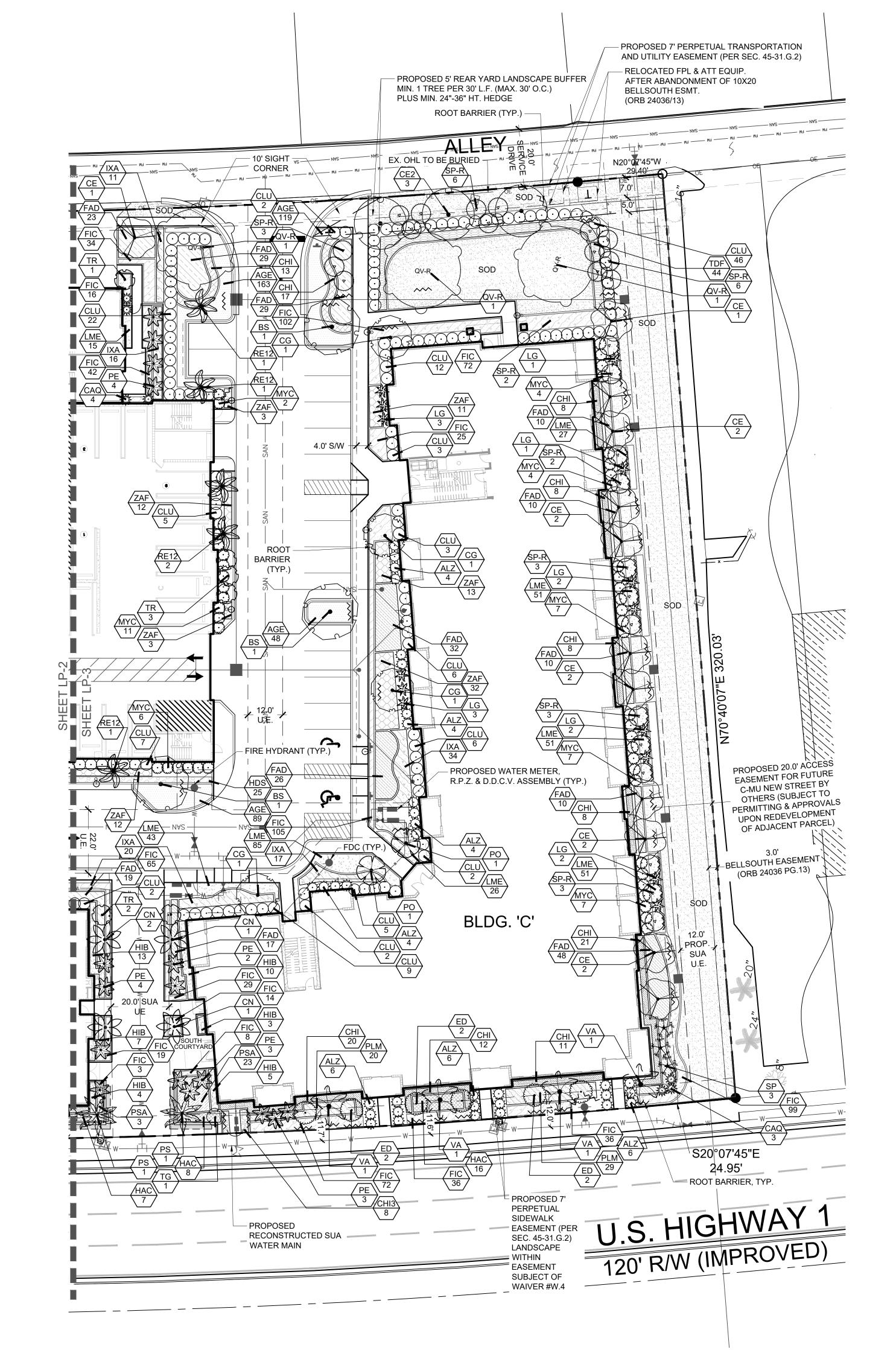
MC / RD Checked By:

**Revision Dates:** 

2020.12.01 SP REVIEW SUBMITTAL 2021-02-16 DRC RESPONSE RESUBMITTA 2021-07-09 DRC RESUBMITTAL

2021-09-17 DRC RESUBMITTAL 2021-10-29 DRC RESUBMITTAL #4 (Fire&SUA

2022-07-11 Remand Resubmittal 2022-08-19 DRC Resubmittal



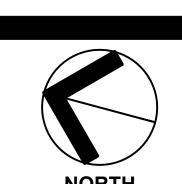
rrees	CODE	BOTANICAL / COMMON NAME
No M	BS	Bursera simaruba / Gumbo Limbo
b · d		Min. 12` Ht. x 5` Spr., Min. 3" Cal., Single stemmed, Full even crown
2 Tu	CG	Cassia surattensis / Glaucous Cassia 12` Ht. x 5` Spr., Min. 2" cal., Single stemmed, Full even crown
₹ · C	CE2	Conocarpus erectus / Green Buttonwood Min. 12` Ht. x 5` Spr., Min. 3" Cal., Single stemmed, Full even crown
	CE	Conocarpus erectus `sericeus` / Silver Buttonwood 12` Ht. x 5` Spr., Min. 2.5" cal., Single stemmed, Full even
<u> </u>	ED	Elaeocarpus decipiens / Japanese Blueberry Tree  12' Ht v 5' Spr. 2 5" Cal. 5' CT. Full Dense Capony
	PO	12` Ht. x 5` Spr., 2.5" Cal., 5` CT, Full Dense Canopy  Plumeria obtusa / Singapore White Plumeria
		8` Ht. x 4` Spr., Min
	TG	Tibouchina granulosa / Purple Glory Tree 8` Ht. x 4` Spr. 1.5" Cal. Straight Trunk
ALM TREES	CODE	BOTANICAL / COMMON NAME
£3	CN	Cocos nucifera `Green Malayan` / Coconut Palm 14` G.W., Matched Heights, Heavy Straight Trunk, No Tapering GW, No Scars, Full Crown
MAN AND AND AND AND AND AND AND AND AND A	LG	Licuala grandis / Licuala Palm Sun Grown, 4` Ht. x 3` Spr.
	PS	Phoenix sylvestris / Wild Date Palm 16` G.W., Matched Heights, Heavy Straight Trunk, No Tapering
	PE	GW, No Scars, Full Crown  Ptychosperma elegans / Alexander Palm
	RE12	10` Ct. 16` O.A. Ht. Single Trunk, Full Head, No Scarred Trunk  Roystonea elata / Florida Royal Palm
	re12	Roystonea elata / Florida Royal Palm 12` G.W., Matched Heights, Heavy Straight Trunk, No Tapering GW, No Scars, Full Crown
	SP	Sabal palmetto / Cabbage Palmetto 8`-12` C.T. Varying Heights, Slick Straight Trunk, Hurricane Cut
<u> </u>	TR	Thrinax radiata / Florida Thatch Palm 6` Ct. 8` O.A. Ht. Single Trunk, Full Head
	VA	Veitchia arecina / Montgomery Palm 12` G.W., Matched Heights, Heavy Straight Trunk, No Scars,
		Full Crown
ELOCATED TREES	CODE QV-R	BOTANICAL / COMMON NAME  Quercus virginiana / Southern Live Oak (RELOCATED)
QV.R	₩v-K	Existing Live Oak Tree relocated from on-site (Tag #s 20, 22, 27, 28,93, 94). Refer to Tree Dispositon Tabular
<u>(A)</u>	SP-R	Sabal palmetto / Cabbage Palmetto (RELOCATED) EXISTING TREE RELOCATED FROM ELSEWHERE ON SITE
HRUBS	CODE	BOTANICAL / COMMON NAME
	ALZ	Alpinia zerumbet / Shell Ginger 7 Gal., Min. 36" Ht., 36" Spr., 48" O.C Full Dense Shrub,
<u> </u>	CLU	Clusia guttifera / Small Leaf Clusia 3 Gal., Min. 36" Ht., 36" Spr., 48" o.c. Full dense shrub,
and the same of th	CAQ	Crinum augustum `Queen Emma` / Queen Emma Crinum Lily 7 Gal., Min. 36" Ht., 36" Spr., 36" O.C Full Dense Shrub
$\odot$	MYC	Myrica cerifera / Wax Myrtle 7 Gal., Min. 36" Ht., 36" Spr., 48" o.c. Full dense shrub,
	CODE	BOTANICAL / COMMON NAME
INE		Bougainvillea x 'Barbara Karst' / Barbara Karst Bougainvillea 15 Gal, 8' HT, Trellis Grown, Attach to Building with SS Trellis
- Audigener	BK	•
ARGE SHRUBS	CODE CHI3	BOTANICAL / COMMON NAME Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum
ARGE SHRUBS	CODE CHI3	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base
ARGE SHRUBS	CODE	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense
ARGE SHRUBS	CODE CHI3 CODE CHI	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base
ARGE SHRUBS	CODE CHI3 CODE CHI	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense
ARGE SHRUBS	CODE CHI3 CODE CHI	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense
ARGE SHRUBS	CODE CHI3 CODE CHI	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus
ARGE SHRUBS	CODE CHI3 CODE CHI HAC	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly
ARGE SHRUBS	CODE CHI3 CODE CHI HAC HIB	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly Min. 3 Gal. , Min. 24" Ht. x 24" Spr. 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass
ARGE SHRUBS	CODE CHI CODE CHI HAC HIB	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly Min. 3 Gal., Min. 24" Ht. x 24" Spr. 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago
ARGE SHRUBS	CODE CHI CODE CHI HAC HIB IXA MUC	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly Min. 3 Gal., Min. 24" Ht. x 24" Spr. 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum dactyloides / Fakahatchee Grass
ARGE SHRUBS	CODE CHI3 CODE CHI HAC HIB IXA MUC PSA PLM	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly Min. 3 Gal., Min. 24" Ht. x 24" Spr. 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant
ARGE SHRUBS	CODE CHI3 CODE CHI HAC HIB IXA MUC PSA PLM TDF	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly Min. 3 Gal., Min. 24" Ht. x 24" Spr. 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal. Min. 24" ht. x 18" Spr. 36" O.C. Full and Dense Shrub, Full to Base  Tripsacum floridanum / Fakahatchee Grass `Dwarf`
ARGE SHRUBS  MEDIUM SHRUBS	CODE CHI3 CODE CHI HAC HIB IXA MUC PSA PLM TDF FAD	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly Min. 3 Gal., Min. 24" Ht. x 24" Spr., 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal. Min. 24" Ht. x 18" Spr. 36" O.C. Full and Dense Shrub, Full to Base  Tripsacum floridanum / Fakahatchee Grass `Dwarf` Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Zamia floridana / Coontie
ARGE SHRUBS  MEDIUM SHRUBS	CODE CHI3 CODE CHI HAC HIB IXA MUC PSA PLM TDF FAD ZAF	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr., 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly  Min. 3 Gal., Min. 24" Ht. x 24" Spr., 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago  Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum dactyloides / Fakahatchee Grass  Min. 3 Gal. Min. 24" Ht. x 18" Spr. 36" O.C. Full and Dense Shrub, Full to Base  Tripsacum floridanum / Fakahatchee Grass `Dwarf' Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Zamia floridana / Coontie  3 Gal., Min. 18" ht. x 18" spr., 30" O.C., full to base
	CODE CHI3 CODE CHI HAC HIB IXA MUC PSA PLM TDF FAD ZAF CODE	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens 'Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink' / Seminole Pink Hibiscus Min. 3 Gal. Min. 24" Ht. x 24" Spr., 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant' / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly  Min. 3 Gal., Min. 24" Ht. x 24" Spr., 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum floridanum / Fakahatchee Grass `Dwarf` Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Zamia floridana / Coontie 3 Gal., Min. 18" ht. x 18" spr., 30" O.C., Full to base  BOTANICAL / COMMON NAME  Arachis glabrata `Ecoturf' / Perennial Peanut Min. 1 Gal. 6" Ht x 12" Spr. 18" O.C. Full to Edge of Pot  Ficus microcarpa `Green Island` / Green Island Ficus Min. 3 Gal., 12" Ht. x 12" Spr., 18" O.C., Fully Rooted and Dense
ARGE SHRUBS  MEDIUM SHRUBS	CODE CHI3 CODE CHI HAC HIB IXA MUC PSA PLM TDF FAD ZAF CODE AGE FIC HDS	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped` / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis` / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta` / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink` / Seminole Pink Hibiscus Min. 3 Gal., Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant` / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly  Min. 3 Gal., Min. 24" Ht. x 24" Spr. 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum floridanum / Fakahatchee Grass `Dwarf Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Zamia floridana / Coontie 3 Gal., Min. 24" ht. x 18" spr., 30" O.C., Full bese Plant  Zamia floridana / Coontie 3 Gal., Min. 18" ht. x 18" spr., 30" O.C., Full to base  BOTANICAL / COMMON NAME  Arachis glabrata `Ecoturf' / Perennial Peanut Min. 1 Gal. 6" Ht x 12" Spr. 18" O.C. Full to Edge of Pot  Ficus microcarpa `Green Island` / Green Island Ficus Min. 3 Gal., 12" Ht. x 12" Spr., 18" O.C., Fully Rooted and Dense  Helianthus debilis / Dune Sunflower Min. 3 Gal., 12" Ht. x 12" Spr., 24" O.C., Fully Rooted and Dense
ARGE SHRUBS MEDIUM SHRUBS  BROUND COVERS	CODE CHI3 CODE CHI HAC HIB IXA MUC PSA PLM TDF FAD ZAF CODE AGE FIC HDS LME	BOTANICAL / COMMON NAME  Chrysobalanus icaco 'Red Tipped' / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco 'Horizontalis' / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens 'Compacta' / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis 'Seminole Pink' / Seminole Pink Hibiscus Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea 'Nora Grant' / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly Min. 3 Gal., Min. 24" Ht. x 24" Spr., 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" Ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full and Dense Shrub, Full to Base  Tripsacum floridanum / Fakahatchee Grass 'Dwarf' Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Zamia floridana / Coontie 3 Gal., Min. 24" ht. x 18" spr., 30" O.C., Full dense plant  Zamia floridana / Coontie 3 Gal., Min. 18" ht. x 18" spr., 30" O.C., Full to base  BOTANICAL / COMMON NAME  Arachis glabrata 'Ecoturf' / Perennial Peanut Min. 1 Gal. 6" Ht x 12" Spr. 18" O.C. Full to Edge of Pot  Ficus microcarpa 'Green Island' / Green Island Ficus Min. 3 Gal., 12" Ht. x 12" Spr., 18" O.C., Fully Rooted and Dense  Helianthus debilis / Dune Sunflower Min. 3 Gal., 12" Ht. x 12" Spr., 24" O.C., Fully Rooted and Dense  Liriope muscari 'Emerald Goddess' / Lilyturf Min. 1 Gal. 12" Ht. x 12" Spr., 18" O.C. Full to Edge of Pot
ARGE SHRUBS  FEDIUM SHRUBS	CODE CHI3 CODE CHI HAC HIB IXA MUC PSA PLM TDF FAD ZAF CODE AGE FIC HDS	BOTANICAL / COMMON NAME  Chrysobalanus icaco 'Red Tipped' / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco 'Horizontalis' / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens 'Compacta' / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis 'Seminole Pink' / Seminole Pink Hibiscus Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Full and Dense Shrub, Full to Base  Ixora coccinea 'Nora Grant' / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly Min. 3 Gal., Min. 24" Ht. x 24" Spr., 36" O.C. Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full and Dense Shrub, Full to Edge of Pot  Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal. Min. 24" ht. x 24" spr., 30" O.C., Full and Dense Shrub, Full to Base  Tripsacum floridanum / Fakahatchee Grass 'Dwarf Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Zamia floridana / Coontie 3 Gal., Min. 18" ht. x 18" spr., 30" O.C., Full to base  BOTANICAL / COMMON NAME  Arachis glabrata 'Ecoturf' / Perennial Peanut Min. 1 Gal. 6" Ht x 12" Spr. 18" O.C. Full to Edge of Pot  Ficus microcarpa 'Green Island' / Green Island Ficus Min. 3 Gal., 12" Ht. x 12" Spr., 18" O.C., Fully Rooted and Dense  Helianthus debilis / Dune Sunflower Min. 3 Gal., 12" Ht. x 12" Spr., 24" O.C., Fully Rooted and Dense  Liriope muscari 'Emerald Goddess' / Lilyturf
ARGE SHRUBS  EDIUM SHRUBS  ROUND COVERS	CODE CHI3 CODE CHI HAC HIB IXA MUC PSA PLM TDF FAD ZAF CODE AGE HDS LME CODE	BOTANICAL / COMMON NAME  Chrysobalanus icaco `Red Tipped' / Horizontal Cocoplum Min. 7 Gal. Min. 36" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  BOTANICAL / COMMON NAME  Chrysobalanus icaco `Horizontalis' / Horizontal Cocoplum Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Hamelia patens `Compacta' / Dwarf Firebush Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Hibiscus rosa-sinensis `Seminole Pink' / Seminole Pink Hibiscu Min. 3 Gal. Min. 24" Ht. x 24" Spr. 30" O.C. Full and Dense Shrub, Full to Base  Ixora coccinea `Nora Grant' / Nora Grant Pink Ixora Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Fully Rooted and Dense  Muhlenbergia capillaris / Pink Muhly Min. 3 Gal., Min. 24" Ht. x 24" Spr., 30" O.C., Full and Dense Shrub, Full to Edge of Pot  Pennisetum setaceum 'Alba' / White Fountain Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Plumbago auriculata / Blue Plumbago Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum dactyloides / Fakahatchee Grass Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Tripsacum floridanum / Fakahatchee Grass `Dwarf' Min. 3 Gal., Min. 24" ht. x 24" spr., 30" O.C., Full dense plant  Zamia floridana / Coontie 3 Gal., Min. 24" ht. x 18" spr., 30" O.C., Full dense plant  Zamia floridana / Coontie 3 Gal., Min. 18" ht. x 18" spr., 30" O.C., Full to Edge of Pot  Ficus microcarpa `Green Island' / Green Island Ficus Min. 3 Gal., 12" Ht. x 12" Spr., 18" O.C., Fully Rooted and Dense  Helianthus debilis / Dune Sunflower Min. 3 Gal., 12" Ht. x 12" Spr., 18" O.C., Fully Rooted and Dense  Liriope muscari `Emerald Goddess' / Lilyturf Min. 1 Gal. 12" Ht. x 12" Spr., 24" O.C., Fully Rooted and Dense  Liriope muscari `Emerald Goddess' / Lilyturf Min. 1 Gal. 12" Ht. x 12" Spr., 18" O.C. Full to Edge of Pot



Landscape Architecture **Communication Graphics** 

610 Clematis Street, Suite CU02 West Palm Beach, FL 33401 561.366.1100 FAX 561.366.1111 www.udsflorida.com #LCC000035

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Scale: 1" = 20'-0"

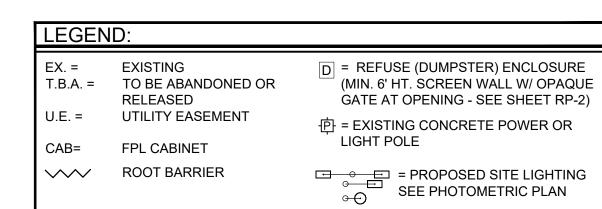
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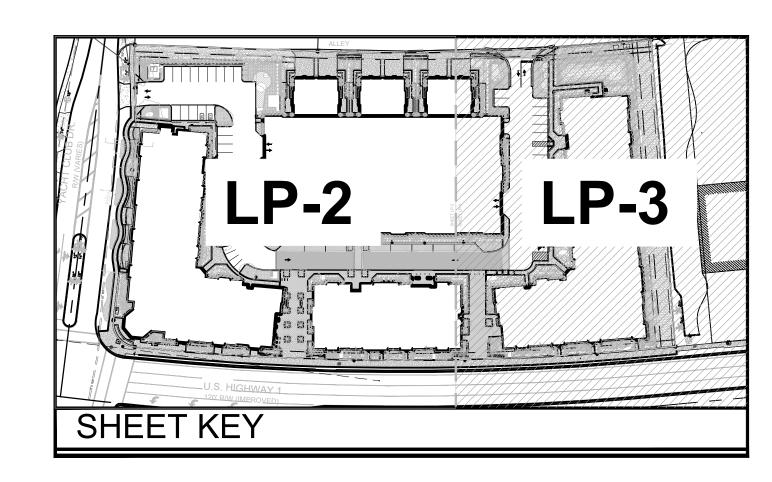
December 1, 2020 20-013.000

Checked By: **Revision Dates:** 

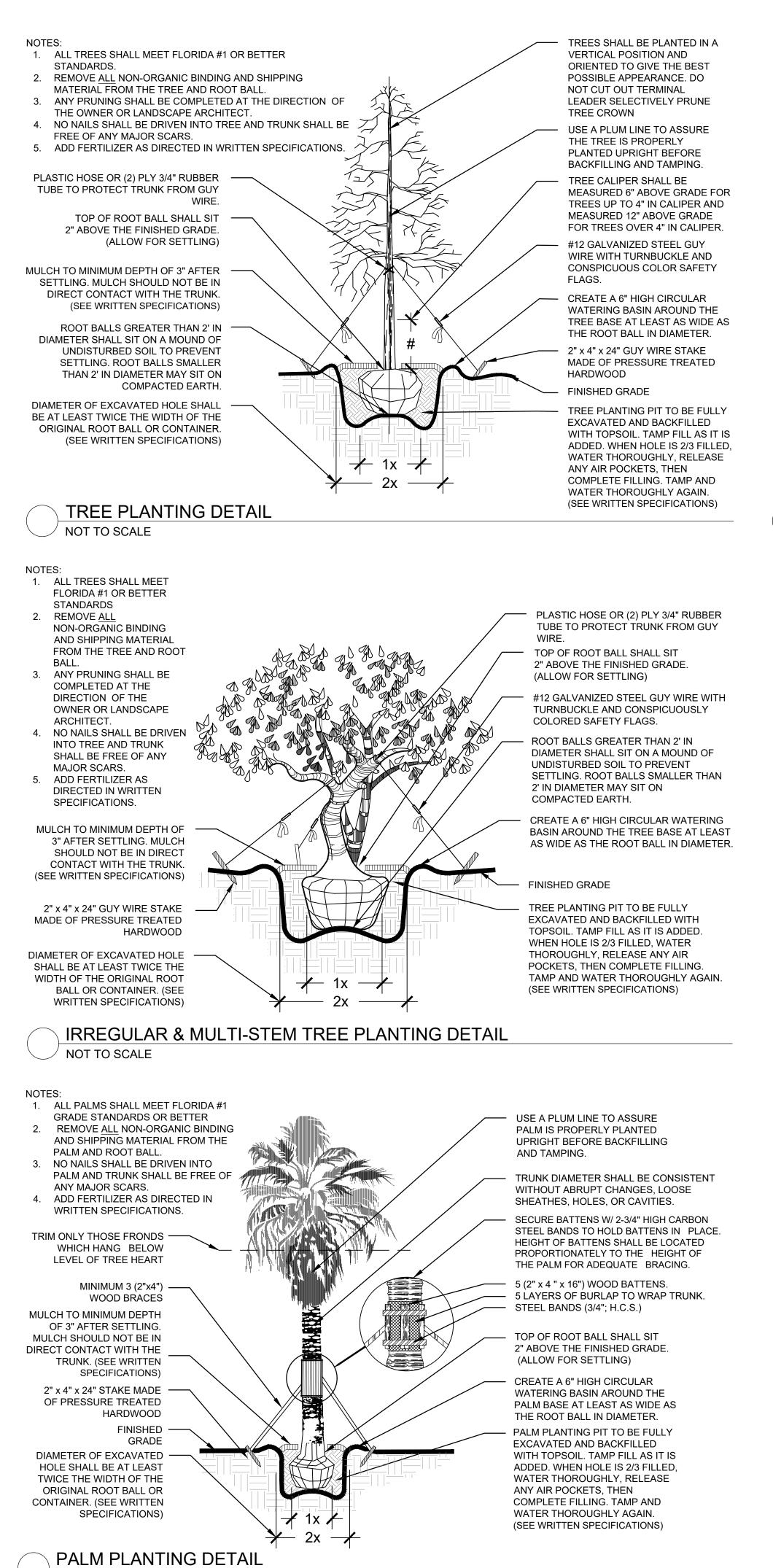
2021-02-16 DRC RESPONSE RESUBMITTA

2021-07-09 DRC RESUBMITTAL 2021-09-17 DRC RESUBMITTAL 2021-10-29 DRC RESUBMITTAL #4 (Fire&SUA 2022-07-11 Remand Resubmittal 2022-08-19 DRC Resubmittal

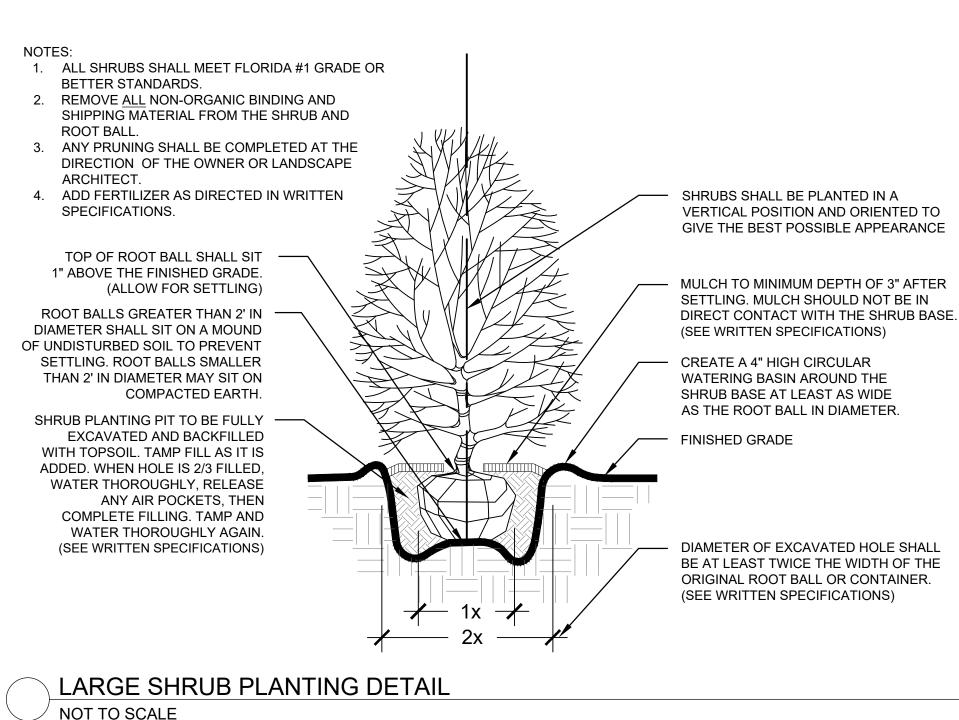


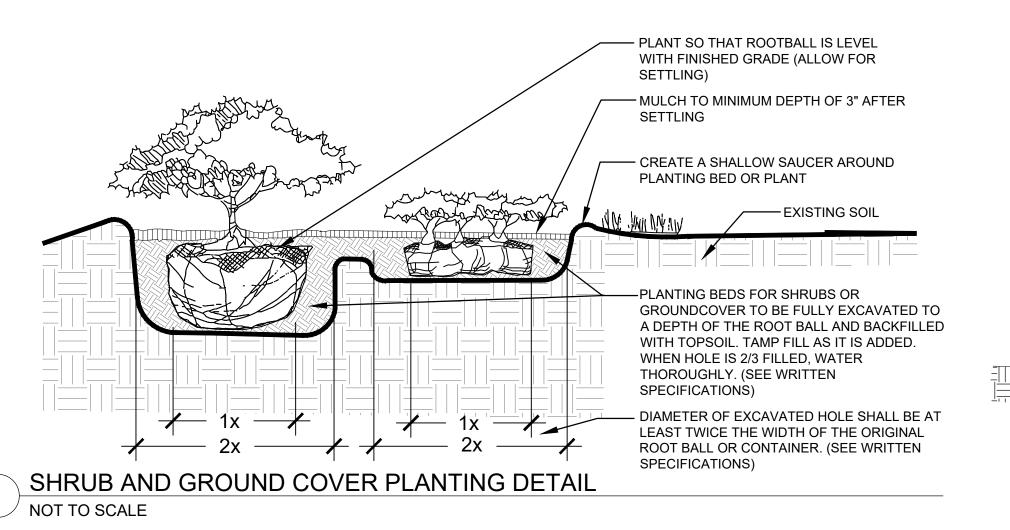


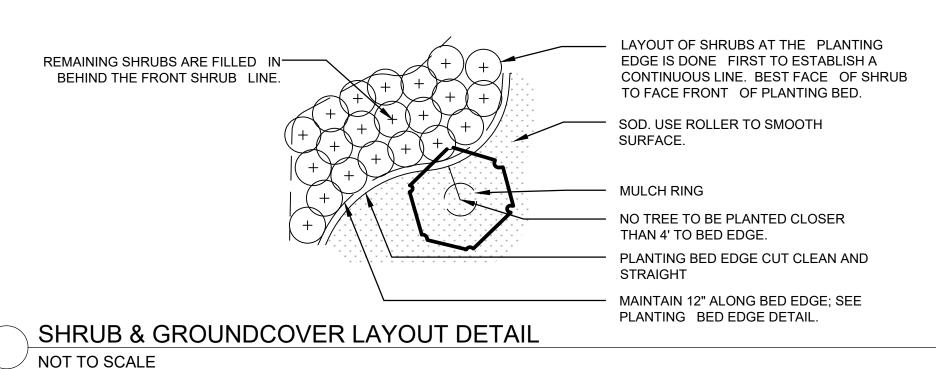
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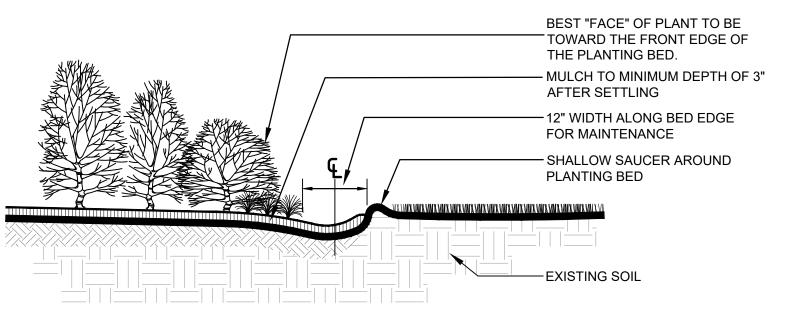


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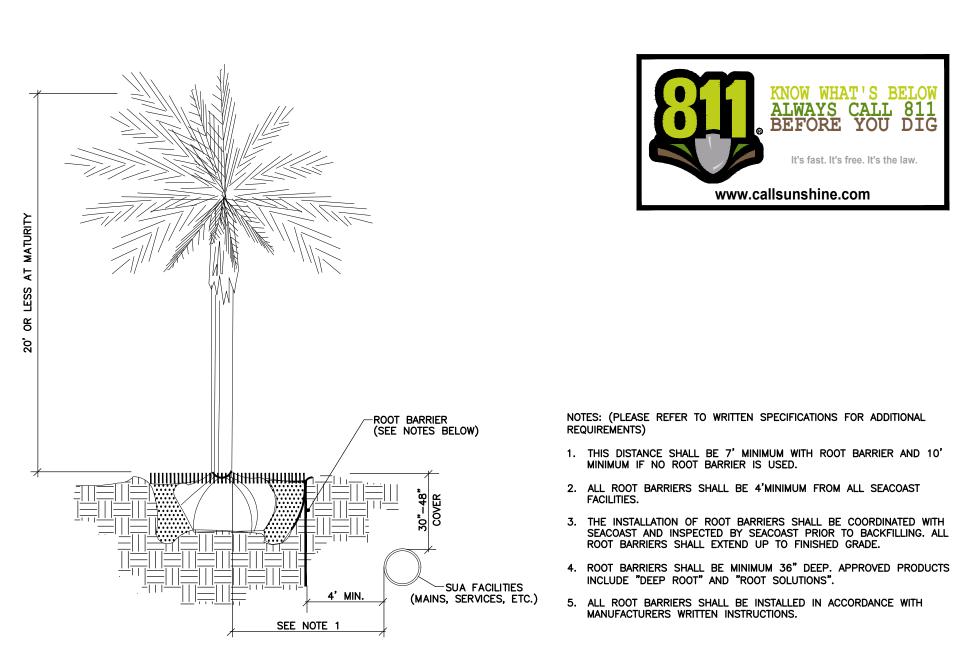




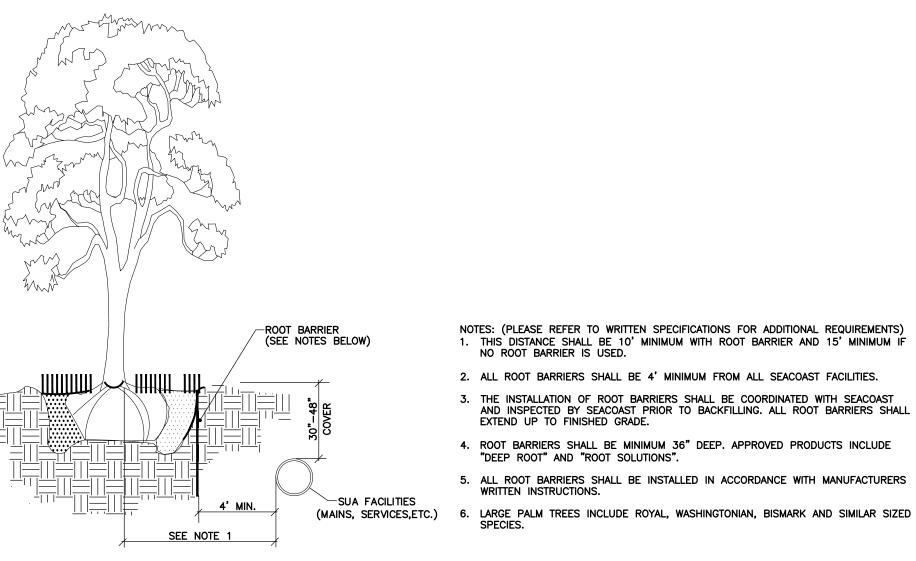


PLANTING BED EDGE DETAIL

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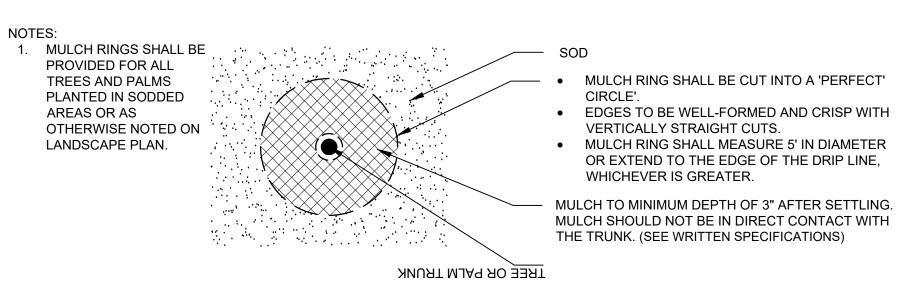


Typical Shrub, Small Tree or Palm Tree with Root Barrier AUGUST 26, 2020 (Rev C-16)

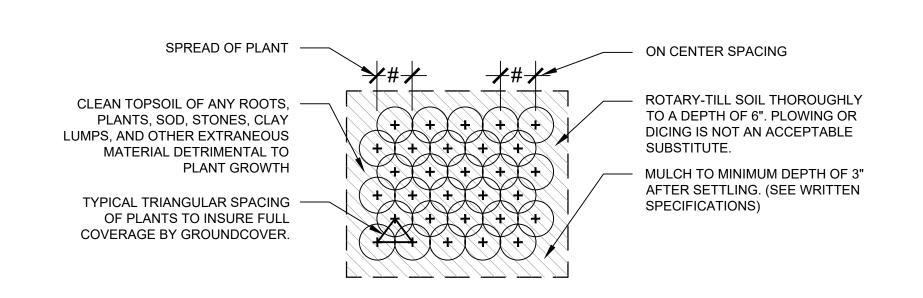


Typical Canopy Tree, Large or Exotic Palm Tree with Root Barrier

AUGUST 26, 2020 (Rev C-16)







**GROUND COVERS & ROOTED CUTTING PLANTING DETAIL** NOT TO SCALE



**Landscape Architecture Communication Graphics** 

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# **O** O 0 0

December 1, 2020 Project No.: 20-013.000 **Designed By:** Drawn By: Checked By: MC / RD **Revision Dates:** 

Land

2020.12.01 SP REVIEW SUBMITTAL 2021-02-16 DRC RESPONSE RESUBMITTA 2021-07-09 DRC RESUBMITTAL 2021-09-17 DRC RESUBMITTAL

2021-10-29 DRC RESUBMITTAL #4 (Fire&SUA 2022-07-11 Remand Resubmittal 2022-08-19 DRC Resubmittal

### **Tree Protection Plan**

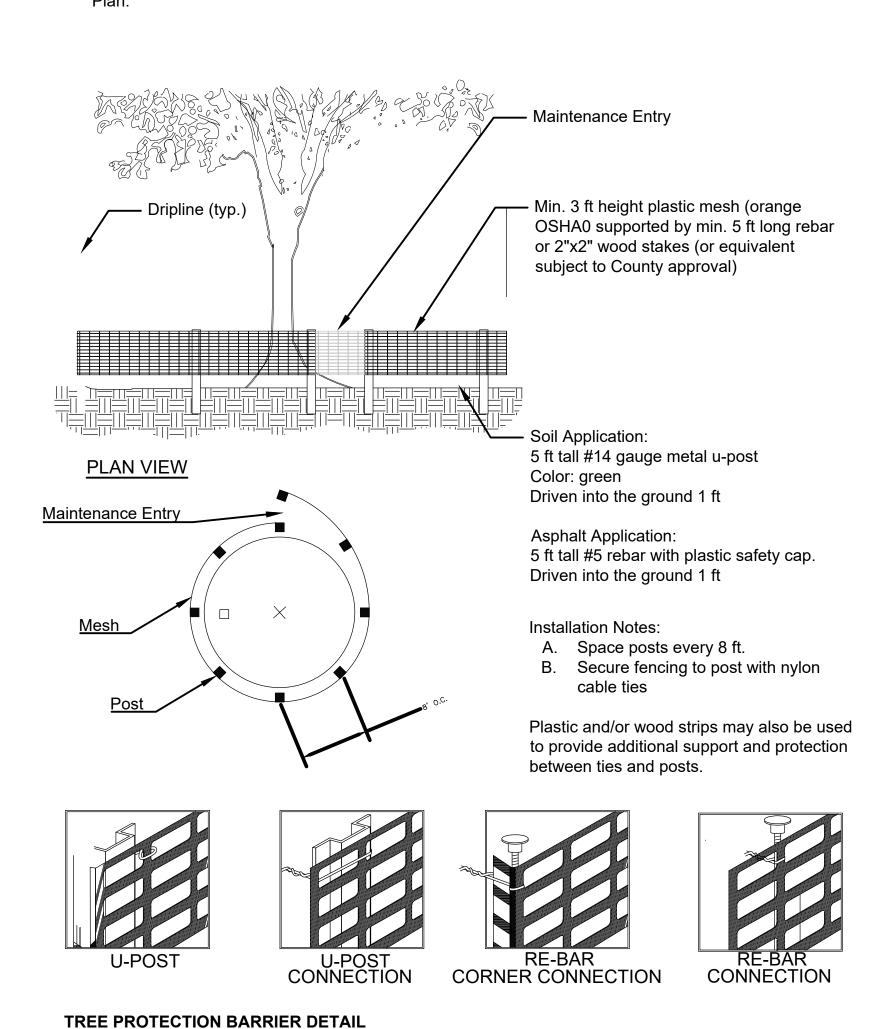
Prior to clearing any of the property for development, the contractor will do the following items:

Clearly identify and tag all trees using either plastic ribbon tied around the tree trunk or a tag that is attached to the tree trunk. The numbers shown on each tag shall correspond to the number identified on the Tree Disposition Tabular and/or the Tree Survey.

Prior to site clearing and tree removal, trees to be preserved, mitigate, relocated on-site, relocated off-site, or removed shall be identified using different color plastic ribbon or tag.

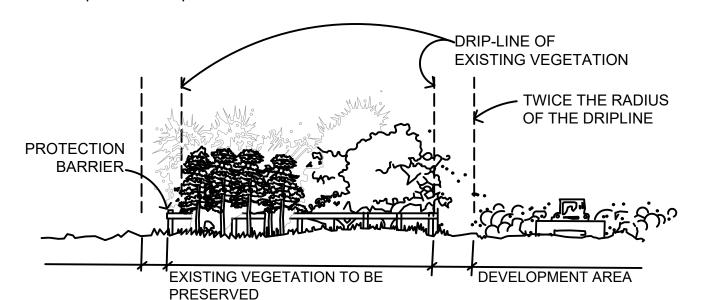
Place barricades to protect the root zones of the native vegetation to be preserved. All barricades are to remain in place until all construction activities are complete.

Trees to be preserved shall be barricaded with a minimum 3-foot high plastic mesh (orange OSHA) supported by 5-foot long rebar or 2"x2" wood stakes or equivalent as approved in conjunction with the Final Site Plan or Final Subdivision



NEET NOTES HON BANNER BETAIL

No heavy equipment or machinery is to be used, nor any construction activities, or grade changes occur within twice the radius of the dripline of native trees which are to be preserved in place.



Protective barriers shall remain in place until they are authorized to be removed by Palm Beach County or receipt of a CO.

There shall be limited development within tree preservation areas:

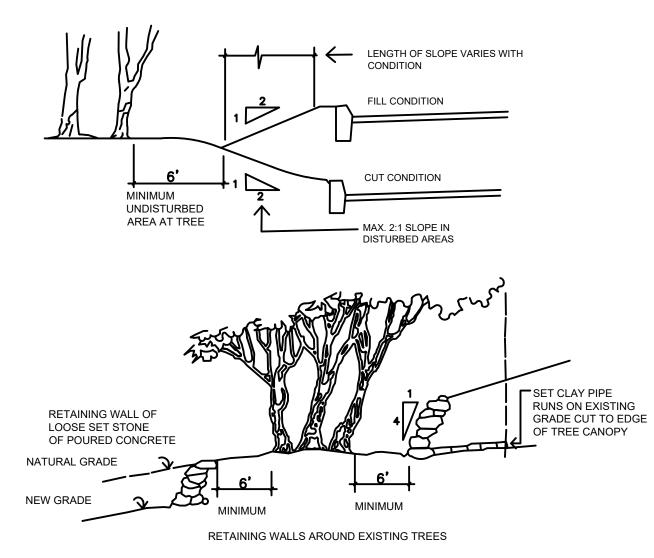
- maintained in its natural state
- provide permeable landscape natural. i.e., grass, mulch
- conform to governing landscape code.

There will be no attachment of signs, etc. to vegetation unless of a non-damaging character.

Prohibited species are to be removed by hand ONLY in preservation areas, and any herbicide applications used should follow label instructions.

No grade changes shall be made within tree preservation areas, which require trenching or cutting of roots unless conditioned. Utility lines shall be installed to protect root systems as much as possible.

No removal of soil or fill in tree preservation areas shall occur.



No clearing shall commence until all protection devices are installed, inspected and approved by the Zoning Division and Environmental Resource Management Department.

### TREE RELOCATION PROGRAM

Plant Species Requirements

Live Oaks - Best time to move is in their dormant season. Worst time to move is in the spring because of their flush of new growth and lack of precipitation. They should be root pruned at least two weeks in advance of the move and need to be watered in heavily the first two weeks after transplanting.

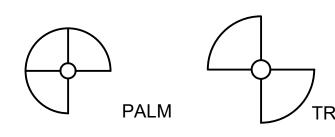
Root Pruning and Transplanting

When it is determined that a tree or palm needs to be transplanted, it is beneficial and sometimes required that the plant be root pruned. Root pruning is done to reduce the size of an existing root ball in preparation for transplanting. The root ball is reduced to create a new root system large enough to sustain life in the tree/palm while making its move more effective for transportation. The time it takes for the root system to develop before transplanting will vary from tree to tree, depending on soil moisture content. An estimated wait time follows in the schedule listed below.

- 1. Clear the area around the tree that has been selected.
- 2. Determine the size of the root ball that is being prepared

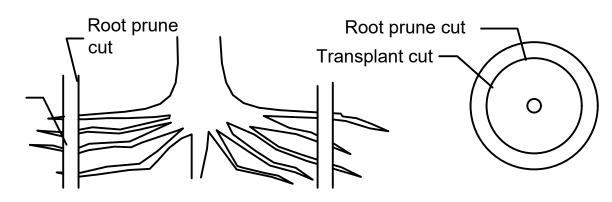
Tree Caliper 2-4" 4-6" 6-8" 8-10" 12-14" 14-16"	Root Ball 36-42" 42-48" 48-60" 72-84" 84-96" 96-108"
16-18" 18-20" 20-24" 24-28" 28-32" 32-36"	108-120" 120-132" 132-144" 144-156" 156-168" 168-180"
Sabal Palms Coconut Palms Queen Palms Canary Island Date Palms Reclinata Palms Paurotis Palms Sago Palms Royal Palms	4' Root Ball 4-5' Root Ball 4' Root Ball 5-6' Root Ball 6-8' Root Ball 6-8' Root Ball 3-4' Root Ball 5-6' Root Ball

- 3. Palms may be cut on three sizes leaving the open side toward the strongest northeast winds.
- 4. Broadleaf trees should be cut on two sides initially opposite each other.



Transplant cut

5. Once the ball size has been determined, mark the spot around the ball and prepare for a 1' trench around the tree. Use sharp spades for root pruning and do not cut under the root ball. Leave old cut roots on top of root ball



- Fill trench with existing soil with 1/3 peat humus mixed in. Leave a depression to hold water.
- 7. Irrigate with a mist head at root ball to help promote feeder roots and maintain watering.
- 8. Wait time after root pruning until transplanting per individual specifications, for differing types of plant

Ficus Trees	6 weeks to 90 days
Palms	6 weeks to 90 days
Oaks, 6" and under	6 weeks to 90 days
Oaks, 6" - 12"	90 days to 6 months
Oaks, 12" and above	6 months to 1 year

- 9. Fertilize top of ball with milorganite after root pruning.
- 10. Some bracing may be required after root pruning.
- 11. A full top will encourage feeder root growth. Previous to transplanting, remove enough top growth to balance the smaller root system. Thin out and trim back unwanted foliage and branches.
- 12. Cut trench for transplanting outside of root pruned trench to allow for feeder roots.
- 13. Lift tree from one side to break suction and peel off root ball. If it doesn't break then dig under to sever roots.

### Specifications:

- 1. Contractor shall be responsible for locating any and all underground utilities or obstructions prior to commencing work. In case of conflict with proposed work, notify landscape architect prior to commencement of work.
- 2. Contractor shall provide adequate irrigation to assure the healthy establishment of relocated trees.
- 3. Pruning of limbs shall occur only as necessary to facilitate relocation and shall maintain the natural shape and character of tree.
- 4. Finish grade for top of tree plug shall meet the proposed finish grade after relocation.
- 5. All plant materials shall be relocated to freshly dug holes with similar size and type of tree moving equipment. The holes should be filled 1/3 with water, place tree, back fill and water in thoroughly, being sure to avoid air pockets. Provide 4"-6" dish around newly dug plant material to retain water. Water thoroughly after planting as specified.
- 6. All trees exhibiting shallow root systems shall be staked as required.
- 7. Prune, thin out and shape relocated trees, shrubs and understory in accordance with desired effect of the landscape architect and to retain natural character. Remove all vines and exotic vegetation. Maintain relocated plant materials for a period of not less than 90 days. Maintain by watering, removing of exotic vegetation or weeds, providing insecticide applications and mulching.
- 8. The contractor shall protect trees during relocation procedures from scrapes, scars and undue breakage. Understory plant material moved with primary species shall be protected against damage.
- 9. Landscaping contractor shall provide a one (1) year warranty on all relocated material.



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# 200 YACHT CLUB DRIV Mixed-Use Residential

 Date:
 December 1, 2020

 Project No.:
 20-013.000

 Designed By:
 TRM

 Drawn By:
 TRM

 Checked By:
 MC / RD

Revision Dates:

2020.12.01 SP REVIEW SUBMITTAL
2021-02-16 DRC RESPONSE RESUBMITTAL
2021-07-09 DRC RESUBMITTAL

2021-09-17 DRC RESUBMITTAL
2021-10-29 DRC RESUBMITTAL #4 (Fire&SUA)
2022-07-11 Remand Resubmittal
2022-08-19 DRC Resubmittal

**LP-**5

### 1.01 WORK INCLUDED

prior to bid submission.

- A. Contractor shall obtain or ensure that all necessary permits have been granted to the Owner for work on the Owner's properties or in any adjacent easements prior to commencement of
- B. All planting and construction work shall be executed as shown on the provided drawings, schedules, and specifications.
- Any additional work or materials required to install landscape elements as called for on the plans, specifications or plant list shall be provided and installed by the Contractor.
- Finish Grade Elevations: 2 inch below top of pathway edging. E. The Contractor shall be entirely responsible for all work until final acceptance by the Owner. The Contractor shall protect all materials and work against injury and shall provide and maintain all necessary guards for the protection of the public. He shall be held responsible for

### 1.02 QUALITY ASSURANCE

any negligence during the execution of the work.

- A. All work specified herein shall be performed by a single firm specializing in landscape work. The Landscape Architect and the Owner retain the right to approve any proposed subcontractors prior to awarding the contract.
- B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with all regulations applicable to landscape materials.
- C. Package standard products with manufacturers certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable. D. Provide trees, palms, shrubs and groundcover grown in a recognized nursery in accordance
- with good horticultural practice. Materials must be healthy and vigorous, free of disease, insects, eggs, larvae, and defects such as decay, rot, knots, sun scald, injuries, abrasions, and poor or unusual form. No collected material will be permitted unless specific written approval is granted.
- Do not make substitutions. If specified landscape material is not available at time of planting, submit proof of non-availability and provide a list of proposed equivalent material. Once authorized, adjustments to the contract will be made. Owner is not financially responsible for unauthorized substitutions.
- Plant materials of larger size than specified may be used if acceptable to Landscape Architect and if sizes of root balls are increased proportionately. Installation of larger sizes will not increase contract amount unless specifically authorized by Owner.
- G. Owner and Landscape Architect reserve the right to inspect, approve or reject at any time plant materials or work either at the nursery or at the site which does not meet the condition in the plans, plant list or specifications.
- H. The Contractor shall be responsible for planting the landscape in complete accordance with all applicable codes, ordinances, and laws. Any modification made to conform with said codes, laws and ordinances, after the bid is awarded, shall be completed at the Contractor's expense at no additional cost to the Owner.

### 1.03 SUBMITTALS

- A. Certification: Submit certificates of inspections as required by governmental authorities, and manufacturers or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements. B. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentage of purity, germination,
- and weed seed for each grass seed species. Planting Schedule: Submit planting schedule showing schedule dates for each type of planting in each area of site.
- D. Maintenance Instructions: Submit typewritten procedures for maintenance of landscape work, through final acceptance.

### 1.04 DELIVERY, STORAGE AND HANDLING

A. Packaged Materials: Deliver packaged materials in original containers showing manufacturer's guaranteed weight analysis and name of manufacturer. Protect materials from damage and deterioration during delivery and storage.

- B. Trees, shrubs, and ground covers: Provide freshly dug trees, palms, and shrubs. Do not prune prior to delivery. All plants shall be handled and stored so that they are adequately protected from drying out, from sun or wind burn, and from any other injury at all times. Any plant determined to be wilted or burned may be rejected at any time, whether in the ground or not. Plants shall be handled only by their containers or root balls, not by stems or trunks. Trees that are scraped or scarred during delivery, storage, or planting will be rejected. The on-site storage area shall be approved prior to the delivery of any plant materials. Do not bend or bind plants in such a manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery.
- C. Deliver plant materials after preparations for planting are complete, and plant immediately Roots or balls of all plants shall be adequately protected at all times from sun and/or wind. Balled and burlapped (B&B) plants that cannot be planted immediately upon delivery shall be set on the ground and protected by having soil, wet peat, or other acceptable material covering the roots or balls keeping them moist.
- D. Do not remove container grown stock from containers until planting time. Label at least one tree, one palm and one shrub of each variety with a securely attached
- waterproof tag bearing legible designation of botanical and common name, if requested by
- F. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.

### 1.05 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of site become available. B. Utilities: Determine location of overhead and underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Forty eight (48) hours prior to digging, call the appropriate Utility Authority to have all utilities identified and marked in order to avoid conflicts.
- Protection of Existing Structures: All existing buildings, walks, walls, paving, piping, and other items of construction and planting already completed or established shall be protected from damage. All damage resulting from negligence shall be repaired or replaced, including but not limited to marks on pavers and cracks within existing walkways caused by the Contractor. The Owner may, at his discretion have any damage repaired by others and subsequently costs
- back-charged to the Contractor. Protection of Existing Plant Material: The Contractor shall be responsible for all unauthorized cutting or damage to existing trees or shrubs caused by careless operation of equipment, stockpiling of materials, etc. This shall include compaction by driving or parking inside the drip-line of any tree, or spilling of oil, gasoline, or other deleterious materials within the drip-line of any tree. No materials shall be burned.
- E. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

### 2.01 TOPSOIL

Nematodes

none

- A. The Contractor is required to obtain a soil sample and perform a soil analysis test to determine the existing soil composition and conclude whether it complies with the composition
- B. Where topsoil does not meet the specified limits within the project site, it shall be furnished. Throughout all parts of site where finish grades and contour lines differ from existing contour
- Topsoil shall be friable, fertile soil with representative characteristics of local soils. It shall be free of heavy clay, marl, stone, extraneous lime, plant roots, refuse and/or solid waste, sticks, brush, construction demolition debris, and any other deleterious materials. There shall be no noxious weeds or weed seeds (i.e., nut grass, Bermuda grass and the like). In no case shall there be more than five percent (5%) by dry weight of clay lumps or stones larger than 1". It shall test in the pH range of 6.0 to 7.2 and shall contain no substance that will impede plant growth. The Contractor shall have topsoil laboratory-tested at his expense and approved by Landscape Architect or Owner prior to material delivery.

PARTICLE SIZE

### Topsoil shall conform to the following specifications:

lines, bring to finish grade contours shown on "Grading Plan."

Silt/Clay	2% - 10%	< 0.074 mm
Sand	85% - 98%	0.075 - 3.00 mm
Gravel	0% - 5%	4.75 mm - 1 inch
,	also show the following ranges:	
Soluble salt	.2 - 1.0mmmhos/cm	
Nitrogen	25-150 PPM	
Phosphorus	26 - 39 PPM	
Potassium	50 - 250 PPM	
Calcium	500 - 2500 PPM	
Magnesium	50 - 500 PPM	
Iron	2.5 - 25 PPM	
Manganese	2.5 - 25 PPM	
Zinc	2.5 - 25 PPM	
Copper	1.3 - 5 PPM	
Boron	0.5 - 1.5 PPM	
Sulphur	15 - 200 PPM	
Chlorine	less than 100 PPM	
Sodium	less than 10	

### 2.02 SOIL AMENDMENTS AND FERTILIZERS

- A. Peat Moss: Peat moss shall be a commercial, baled sphagnum material, free of woody
- material, minerals, or foreign matter, with a pH range of 3.0 5.5. B. Sand: Sand shall be clean, sharp, and free of all deleterious material.
- C. Lime: Natural limestone (Dolomite) containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh
- D. Humus Soil Conditioner: Consisting of yard trimmings and biosolids co-compost. E. Fertilizer: Fertilizer shall be a commercial grade, granular, slow release "pre-plant" type
- 1. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any opened, caked, or damaged fertilizer will be
- 2. Tree, palm, shrub and grass fertilizer shall be "UF (University of Florida) Formulated" product 8-2-12 or 8-2-13 with minor elements as an all-purpose fertilizer, or equal, and
- applied according to the manufacturer's direction. 3. Application of fertilizer shall be consistent with the current recommendations of the Green Industries - Best Management Practices.
- 4. Fertilizer shall be applied by an individual who has successfully completed the GI-BMP program and holds a current Urban Fertilizer License or as required by the State and Local Ordinances.

### **2.03 WATER**

A. All water necessary for planting and maintenance shall be of satisfactory quality to sustain adequate growth of plants and shall not contain harmful, natural or man-made elements

- 2.04 OTHER LANDSCAPE PRODUCTS A. Mulch: Mulch shall be shredded Melaleuca, Eucalyptus, Grade "A" Pine Bark Nuggets, or approved equal, free of foreign materials and weed seeds. Minimum depth after settling shall
- B. Guying and Bracing: Tree guying and bracing shall be the responsibility of the Contractor in accordance with the planting details to insure stability and maintain plants in an upright
- C. Anti-desiccant: Anti-desiccant shall be "Wiltpruf" or equal, if specified on plans.
- D. Tree Wound Paint: Tree wound paint shall be an asphaltic base paint containing an antibacterial agent, specially prepared for tree surgery work. Super Absorbent Polymer: "Terra Sorb" or approved equal as packaged in 3 oz. Handy Pac
- composed of synthetic acriamide copolymer, potassium, acrylate. Particle size of 1.0 mm to 3.0 mm and absorption rate of 300 times its weight in water, if specified on plans.

### Apply dry, using the following amounts:

- 1. For trees and palms up to 36" diameter root ball, use one 3 oz. Handy Pac. 2. For trees and palms over 36" diameter root ball use two 3 oz.
- 3. Handy Pacs. Broadcast throughout planting hole and backfill as per manufacturers

### For container grown plants: Container Size Application Rate

1 Gallon 1 Handy Pac / 9 Containers 3 Gallons 1 Handy Pac / 4 Containers 7-10 Gallons 1 Handy Pac / 2 Containers 20 Gallons 1 Handy Pac / 1 Container

### 2.05 PLANT MATERIAL

- A. Plant list is part of this specification section. The Contractor shall be responsible for furnishing and installing all plant materials shown on the drawings and plant list. In case of conflict between the two documents, the drawings shall rule.
- B. Quality: Trees, palms, shrubs, and other plants shall be Florida #1 or better as defined in the latest edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture and Consumer Services. Multi-trunked trees will not be accepted unless they are specifically specified in the planting plans. All plants shall have a normal habit of growth and shall be sound, healthy, and vigorous. Trees shall have normal well-developed branching structures and vigorous root systems that are not root or container bound.
- 1. Balled and burlapped plants (BB or b&b) shall be dug with firm, natural balls of earth, of sufficient depth and diameter to include the fibrous and feeding roots. Plants with cracked, dry, or broken balls will not be accepted, nor will plants with root balls of insufficient size. 2. All plants, other than those collected on site, shall be nursery grown in accordance with
- good horticultural practices and under climatic conditions similar to the site for at least two years. Transplanting or root pruning shall have taken place during growth.
- C. Size: Plant sizes shown in the plant list are minimums. When a plant size is given by height and spread or by container size, all specifications are minimums to be met or exceeded. All trees and shrubs shall be measured when their branches are in a normal position. Spread dimensions specified refer to the main body of the plant and not from extreme branch tip to tip. Height is measured from the soil line to the average height of the canopy. Measurement does not include any terminal growth; the container or root ball is also not included.

Unless otherwise specified, the determining measurement for trees shall be caliper, which shall be measured 6" above the ground for trees up to 4" in caliper, and 12" above the ground for trees over 4" caliper.

### 2.06 GRASS MATERIALS

- A. Types: Sod type shall be as specified on the provided landscape plan and associated plant schedule. B. Dimensions: The sod shall be taken up in commercial size rectangles, preferably 12-inch x
- C. Measurement: Sod shall be measured on the basis of square footage. Contractor shall be responsible for complete coverage based on the square footage shown on plans; therefore. Contractor shall factor in cutting and shrinkage of materials.
- D. The sod shall be sufficiently thick to provide a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. It shall be a soil mat of sufficient thickness, at least 2" thick, adhering firmly to the roots to withstand all necessary handling. It shall be free of weeds and other grasses. It shall be planted as soon as possible after being dug, and shall be shaded and kept moist from the time it is dug until it is planted. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

### 2.07 REJECTION, SUBSTITUTION, AND RELOCATION

- A. All plants not conforming to the requirements herein specified shall be considered defective and such plants shall be marked as rejected and removed from the site whether in the ground or not, at the Contractor's expense. Such removal shall take place immediately and new plants shall be brought in as replacements. The plant materials must meet all applicable inspections required by law.
- B. The Owner or Landscape Architect also reserves the right to require that plants be relocated after installation if their initial installation does not conform to the plans or the intent of the plans, or if the original location poses an unforeseen threat to other facilities, human life, health, or safety, or to site utilities. Such relocation shall be at the Contractor's expense.

### 3.01 GENERAL

- A. Proceed with and complete landscape work as rapidly as portions of the site become B. No planting shall be done until all operations in conjunction with the installation of the sprinkler system have been completed, final grades have been established, planting areas have been
- C. Adverse Conditions: When conditions potentially detrimental to plant growth are encountered during work, such as rubble or refuse fill, adverse drainage conditions, or obstructions, notify
- Owner or Landscape Architect before planting. D. Work Scheduling: Work is to be scheduled to establish a logical sequence of steps for completion of each type and phase of landscape work, in such a way as to correspond with,
- and avoid damage and conflict with, other disciplines on site. E. Coordination with Sod/Lawn: Plant trees, palms, and shrubs only after final grades are established, and prior to sodding or lawn establishment. If such planting must be done after lawn work, protect lawn/sod areas during planting and promptly repair any resulting damage.
- F. Timina: 1. Planting work shall not be started until the final subgrade has been established, berms have been constructed and fine finished grading completed.
- 2. Under no conditions shall work be done if weather or soil conditions are not satisfactory. 1. At all times during the construction and installation, the site shall be maintained in a clean, orderly and safe condition. Streets and pavements shall be kept clean. Materials and equipment for planting work shall be limited to the quantity required for the particular
- phase of work currently underway on the job site. 2. Protect landscape work and materials from damage due to landscape installation and maintenance operations, operations by other contractors and trades, and trespassers. Maintain protection during installation, Maintenance and Establishment periods. Treat, repair or replace damaged landscape work as directed.

- A. Grading and soil preparation work shall be performed only during periods when best results can be obtained. If the moisture content of the soil is high enough that work would damage soil structure, grading and tilling operations shall be suspended.
- B. Before mixing in soil amendments, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth. Apply Herbicide for weed control
- C. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.

- mix thoroughly before planting. . Mix lime with dry soil prior to mixing of fertilizer.
- Prevent lime from contacting roots of acid-loving plants. E. Unless drawings indicate otherwise, berms shall not exceed a 3:1 slope. Berms near buildings or in potentially troublesome drainage situations shall be checked for correct drainage by the

D. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and

- project Engineer or Owner prior to planting. F. Tree and shrub planting beds which fall within or near parking lot areas shall be completely excavated and back-filled with topsoil. All shell-rock or other base materials, and all subsoil and debris, shall be completely removed from beneath such planting areas, to a minimum depth of 24".
- G. All tree and/or shrub planting areas within 36" of building foundations, and any other planting areas where significant buried construction debris is encountered, shall be excavated to a minimum depth of 24" and backfilled with topsoil as specified elsewhere in these

### 3.03 TILLING

- A. Before mixing, clean soil of roots, plants, clay lumps, stones in excess of 1" in diameter, and other extraneous or potentially harmful materials.
- B. After all soil conditioning (and topsoil if called for on plans) has been spread at specified rates, the areas to be planted should be thoroughly rotary-tilled to a depth of six (6) inches. Plowing or dicing is not an acceptable substitute for rotary-tilling.
- 1. If the sprinkler system is installed after grading and tilling is completed, the backfill shall be retilled in the affected areas.
- 2. When the subsoil, grading, topsoil addition, soil conditioning, and tilling have been accomplished, all areas so treated shall be compacted and settled by application of heavy irrigation to a minimum depth of twelve (12) inches. Erosion scars shall be

### 3.04 FINE FINISH GRADING

- A. When preliminary grading has been completed and the soil has dried sufficiently to be readily worked, all lawn and planting areas shall be graded to the elevations indicated on the Engineering Plans. The top four (4) inches shall be completely free of stones larger than one (1) inch. Grades not otherwise indicated shall be uniform levels or slopes between points where elevations are given. Positive drainage away from buildings shall always be maintained. Surface drainage shall be directed as indicated on the drawings by remodeling surfaces to facilitate the natural run-off of water. All depressions where water will stand, all voids, erosion, settled trenches and excavations, and all ridges and rises shall be amended and/or removed leaving a smooth, even finish grade. If additional amended topsoil is required to accomplish the intent of this specification, it shall be according to the foregoing specifications for topsoil.
- 1. All area shall be graded so that the final grades are 2" below adjacent paved areas, sidewalks, valve boxes, mowing strips, clean-outs, drains, etc., with appropriate adjustments for varying sod thicknesses. The intent is for water always to drain away from paving into lawn/sod areas.
- Eliminating all erosion scars prior to beginning planting. 3. The Owner and/or his representative shall approve all final finish grades prior to planting.
- B. Prior to fine grading or the installation of plant material the Contractor shall obtain certification that the project area is at the grade levels proposed by the Civil Engineer or Landscape Architect from a licensed Surveyor. The Contractor shall fine grade the lawn and planting areas to bring the rough grade up to final finished grade allowing for thickness of sod and/or mulch depth.

### 3.05 PLANTING TREES AND PALMS

- A. Layout individual tree locations and areas for multiple plantings. Stake all locations and outline areas, then secure Landscape Architect's acceptance before the start of planting work. B. Prior to preparation of tree pits, ascertain the location of all electrical cables, all conduits, all utility lines, oil tanks and supply lines, so that proper precautions may be taken not to disturb
- or damage any existing conditions. Properly maintain and protect existing utilities. Should such underground or overhead obstructions be encountered that interfere with planting, the Contractor will inform the Landscape Architect or Owner's representative and shall be consulted as to the adjustment of the location of plants to clear such obstruction or the relocation of the obstruction
- C. Tree pit locations shall be staked by the Contractor and approved by the Owner or Landscape Architect before digging. Pits shall be excavated to the depth and width indicated and all subsoil removed.
- D. Protect all areas from excessive compaction by foot traffic or machinery when bringing trees to the planting area. E. All excavated holes shall have vertical sides with roughened surfaces and shall be of a size
- that is at least twice the width of the original plant container or ball. In all cases the holes shall be large enough to permit handling and planting without damage to the roots or root ball. Excess soil shall be removed or utilized as directed by Owner or the Owner's representative. If the excess soil will not be used, it is the responsibility of the Contractor to remove and dispose
- of the discarded soil off site in an acceptable manner. G. Tree pits shall be backfilled with a topsoil mixture as specified elsewhere in these specifications Palm tree pits will be backfilled with a mixture of up to 95% sand and 5% organic material.
- Set balled and burlapped stock on a layer of 50% native soil and 50% topsoil compacted to a 6" depth. Loosen burlap from top of sides of the ball but no burlap shall be pulled from underneath. Remove non-organic binding material (if any) from tree ball. Immediately cut any damaged roots with clean shears. Using a plumb to assure that the tree is properly upright, begin filling the hole and tamping the fill material. When the hole is 2/3 filled, water thoroughly and probe with a stick to be sure that no air pockets remain. Re-plumb, complete filling the

Add fertilizer to tree pits as specified elsewhere in these specifications.

- hole, re-tamp, and water again. J. Set container-grown stock as above, taking care not to damage roots when removing the K. During planting, do not cover the top of the root ball with the soil mixture. All rope, wires,
- burlap mesh etc., shall be removed from the root ball. No synthetic burlap is allowed on any plant material. Synthetic burlap is unacceptable for rootballs. Trees shall be planted so that the top of the root ball is 2" above final grade. Allow for settling. Any trees resting deeper or higher must be either reset or replaced at the discretion of the Owner or Landscape Architect; such work shall be at the Contractor's expense.
- Create a watering basin around each tree at least as wide as the root ball in diameter formed by a circular ridge of soil at least 6" high. M. Each planting basin shall be mulched to a minimum depth of 3" (after settling). Mulch shall not be applied until the tree has been thoroughly watered and two days have elapsed. Mulch
- should be placed so that it is not in direct contact with trunks. N. All trees are to be staked or guyed per these specifications. All stakes shall be painted a conspicuous color or shall be flagged for visibility and public safety; guy wires shall be
- O. Palms shall be planted per above specifications.

### 3.06 PLANTING SHRUBS, VINES, AND GROUND COVERS

- A. The locations of all plants, bed outlines and all other areas to be planted shall be clearly marked with agricultural gypsum or landscape marking paint then approved by the Owner or Landscape Architect before any holes are dug.
- B. No planting shall be done until the area concerned has been satisfactorily prepared in accordance with these specifications. C. No more plants shall be distributed in the planting area on any work day than can be planted
- and watered in that day. D. Unless otherwise indicated, all plants shall be planted in pits, centered as called for on the plant list, and set in 24" depth of topsoil as specified elsewhere in these specifications to such depth that the soil line of the plants will match the surrounding grade after settling. Plants shall be planted in a vertical position and oriented to give the best possible appearance or relationship to adjacent structures or features. Remove all inorganic containers or binding. All damaged roots shall be cut away cleanly. Planting soil shall be placed and compacted carefully to fill all voids and avoid root injury. When the hole is 2/3 filled, water thoroughly. The
- After settling, soil shall be added as needed to bring the hole to grade level. Azaleas and other ericaceous and acid-loving plants shall be backfilled with a mixture of 20% topsoil and 80% acid peat. They shall be set so that the bases of the plants are slightly higher than they grew in the container or nursery after settling. At no time shall lime in any form be brought into contact with the plants or their roots. Mulch with pine straw unless noted otherwise

hole shall then be filled to finish grade and a shallow saucer shall be formed around each bed.

Add fertilizer to plants as outlined in section 2.02.

If called for in the plans, landscape edging shall be installed as specified.

3.07 ANNUAL AND SEASONAL COLOR BEDS

3.08 PRUNING

- G. Vines shall be planted in pits containing at least 2 cubic feet of prepared topsoil. They shall be planted in the same manner as shrubs, and shall be mulched. Vine stems shall be fastened to walls, trellises, etc. as specified in the drawings. H. Groundcover plants shall be laid out in their proposed planting locations without being
- removed from their containers after the soil is properly prepared per these specifications. Planting methodology is the same as for other shrubs. Any plants which, after settling, rest significantly higher or even slightly lower than they grew in the nursery or container are subject to resetting or replacement at the discretion of the OWNER or Landscape Architect. Such work shall be at the Contractor's expense.
- K. All planting beds and individual plantings shall be mulched with a minimum of 3" (after settling) of mulch as specified in this document. Mulch shall be free of weed seeds and other foreign matter
- B. Soil shall be covered with ½" 1" deep layer of Pine Fines Mulch or comparable product.

A. All pruning shall be done in the presence of, and with the approval of, the Owner or

A. Beds shall be mounded to a height 6" on top of the existing grade and composed of 50%

- Landscape Architect. Only clean, sharp tools designed for the purpose shall be used. The goal of pruning is always to preserve and enhance the natural character of the plant. Pruning shall be done per modern horticultural practice (see National Arborist Standards, latest
- B. Pruning shall be limited to the minimum necessary to remove injured twigs, branches, and fronds, to compensate for root loss suffered during digging and transplanting, and to thin and shape shrubs and trees. In no case shall more than 1/3 of the branching structure be removed. Damaged, scarred, frayed, split, or skinned twigs, branches, or limbs shall be pruned back to the next sound outside lateral bud, branch or limb. The terminal bud or leader shall never be removed
- C. Prune trees and shrubs to retain required height and spread. Remove the minimal amount of wood necessary on flowering trees and shrubs. Remove only dead or dying fronds from palms. Cuts over 3/4" in diameter shall be treated with tree wound paint; all exposed living
- D. Existing Trees: If indicated on drawings, Contractor shall prune and thin existing trees on site. The use of climbing spurs is prohibited. All diseased, dead branches and those interfering with healthy plant growth shall be removed. Also, remove root suckers, low branches, and any

others as directed by the Owner or Landscape Architect. Cuts shall be flush with the trunk or

limb and shall be painted with tree paint. Remove any nails, wires, etc. fastened to the tree.

### 3.09 PLANTERS - DECORATIVE OR STRUCTURAL

- A. If specified, landscaping in planters shall be installed using the following method: Install 4" deep layer of fine crushed stone in bottom of planter.
- Install filter fabric over stone layer. Turn up edges of fabric all around. 3. Install planting soil mix over filter fabric to within  $3\frac{1}{2}$ " of top for planter. Do not compact planting soil.
- Install plant material as specified elsewhere in these specifications Install 3" of mulch over planting soil.

### 3.10 SODDING NEW LAWNS

- A. The Contractor shall sod all areas indicated and noted on the drawings. No sodding shall occur until areas to be sodded are cleared of any rough grass, weeds and debris, the ground brought to an even grade and specified amendments have been added. See details for specific amendments as per sod type.
- B. Whenever a suitable area has been graded and is ready for sodding the Contractor shall, when directed by the Landscape Architect, proceed at once with the sodding of the available areas. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than seventy two (72) hours shall be used unless specifically authorized by the Landscape Architect or Owner after his careful inspection thereof. Any sod which is not planted within twenty four (24) hours after cutting shall be stacked in an approved manner and maintained properly moistened.
- C. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools. Sod shall be rolled with 1,000 lbs. roller unless waived by the Landscape Architect or Owner.
- D. Where sodding is used in drainage ditches, sod panels shall be set in a staggered pattern, such as to avoid a continuous seam along the line of flow. Offsets of individual strips shall not exceed six (6) inches. At the inside of the curbs, sod shall abut squarely and evenly. E. On areas where the sod may slide, due to height and slope, the Landscape Architect or
- Owner may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals F. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.
- G. Where placement of new sod abuts existing sodded areas, new sod must be placed in such a manner as to produce an even transition to existing sodded areas. H. It shall be the responsibility of the Contractor to bring the sod edge in a neat, clean manner to

### PART IV MAINTENANCE, ESTABLISHMENT AND WARRANTY PERIODS 4.01 MAINTENANCE AND ESTABLISHMENT PERIOD

the edge of all paving and shrub areas.

- A. The Maintenance Period shall begin immediately after each plant is planted, and the Contractor shall continuously maintain all areas involved in this contract during the progress
- B. The Establishment Period shall begin on the first day after all planting and installation of all landscape elements is completed and initially accepted. The Contractor shall continuously maintain all areas from initial acceptance until final acceptance by the Owner. The Establishment Period shall continue for not less than ninety (90) continuous calendar days. Hurricane cut Sabal Palms shall have an Establishment Period of not less than one hundred and eighty (180) continuous calendar days. The Establishment Period will end at the time the project is given final acceptance. An inspection shall be made by the Owner or Landscape Architect to accept the completed work and issue a determination of substantial completion. Inspections may be performed on all or partially completed phased work under the Contract,
- as directed by the Owner. C. Maintenance of new plantings shall consist of, but not necessarily be limited to, pruning, watering, cultivating, weeding, mulching, tightening or replacing guys and stakes, resetting plants to proper grades or upright positions, furnishing and applying sprays as necessary to combat insects and disease, litter control, rolling, fertilizing and replanting.
- duration of the maintenance and establishment periods. If any plants are injured or damaged, they shall be treated or replaced as directed by the Owner or Landscape Architect at no additional cost. The Contractor is responsible for acts of vandalism or theft during the maintenance and establishment period unless this responsibility is assumed in writing by

D. Planting areas and plants shall be protected at all times against damage of any kind for the

- E. Restrict foot and vehicular traffic from all lawn and planting areas after seeding and planting operations. Erect signs and barriers if required and remove when lawn and plantings are well established and accepted by Owner. F. The Contractor shall be responsible for maintaining adequate protection of the site. Areas
- damaged by the Landscape Contractor's men or equipment, or the men or equipment of his Subcontractor's, shall be repaired at the Landscape Contractor's expense. G. The Contractor is responsible for keeping all plant materials adequately watered after installation even if the irrigation system is not operational. Plants shall receive a thorough watering immediately after planting. Afterwards, plants shall be watered during the maintenance and establishment periods per the requirements set forth in "Water Requirements for Newly Planted Grass, Ground Covers, Shrubs and Trees in Florida", distributed by South Florida Water Management District. In those areas where a permanent
- irrigation system will not be provided, the Contractor is responsible for implementing the Watering Program identified in the Landscape Plans. H. The Landscape Contractor is responsible for keeping all plant materials adequately fertilized throughout the Maintenance and Establishment Periods. Fertilizer shall be applied at a rate to keep plant materials healthy. All fertilizer shall be done under the direction of a licensed
- I. The Landscape Contractor shall control disease and pest infestations in the planting area. Upon approval, the Contractor shall implement the control measures, exercising extreme caution in using hazardous materials and taking all necessary steps to protect others on and near the job site. All disease and pest control shall be done under the direction of a licensed
- disease and pest control operator. J. Herbicide Weed Control: All landscape areas shall be free of nut grass, torpedo grass, and other noxious weeds until final acceptance of work.
- 1. "Round-up" shall be applied to all planting areas as needed and determined on-site by the Owner for weed control. Apply per manufacturers specifications. 2. "Ronstar" pre-emergent or OWNER - approved equal, shall be applied 2 weeks before
- planting. Apply per manufacturers specifications. 3. Apply "Fusilade" in all areas where torpedo grass has emerged. Apply per manufacturers specifications. 4. Apply "Basagram" or "Marage" in all areas where nutgrass has emerged. Apply per
- K. Mowing of turf will commence ten (10) days after installation. The height of cut will be 3". After the first cut, the Contractor shall adjust the frequency of mowing so that at each operation no more than 1/3 of the grass blade is removed per cutting.
- L. If the lawn surface becomes uneven or develops any low spots or gaps in the sod at any time during the maintenance or establishment periods, contractor to provide clean sand to fill all low spots and gaps to level the lawn surface. Roll the lawn immediately afterwards with a 1,000 lb. roller after thoroughly irrigating lawn. If required, level the lawn again, using the same procedure until a uniform level lawn surface is provided. Between the 15th and 20th day of the Establishment Period, the Contractor shall re-sod all spots or areas within the lawn where normal turf growth is not evident. Turf must be well established and free of bare spots and weeds to the satisfaction of the OWNER or Landscape Architect prior to final acceptance.
- All planted areas other than lawn shall be weeded at intervals of not more than ten (10) days. M. Application of fertilizer to be done between the fortieth (40) and fiftieth (50) day of the establishment period. Landscape Architect or Owner are to be notified a minimum of forty
- N. Improper maintenance or poor condition of any planting at the time of the termination of the scheduled Establishment Period may cause postponement of the final acceptance of the contract. Any material found to be dead, missing, or in poor condition during the establishment period shall be replaced immediately. Maintenance shall be continued by the Contractor until the work is acceptable.
- O. Inspection and Final Acceptance:

manufacturers specifications.

- 1. In all cases the Landscape Architect will perform an initial and final inspection at the beginning and end of the Establishment Period, respectively. It is the responsibility of the Contractor to notify the Owner or Landscape Architect of the beginning and end of this period and to submit a written request for an inspection ten (10) days in advance.
- 2. Following inspection(s), Landscape Architect will prepare a listing of outstanding items to be addressed prior to final acceptance. Final acceptance will be given once the outstanding items are completed, and the work performed to the satisfaction of the Landscape Architect and OWNER. 3. Any material that is 25% or more dying shall be considered dead and must be replaced

at no charge. A tree shall be considered dead when the main leader has died or when

25% of the crown is dead. A tree that has suffered significant leaf drop but shows signs

of life may be left for later re-inspection. Such trees shall be subject to removal and replacement at any time up to and including the first re-inspection, as requested by the Owner or Landscape Architect. The Warranty Period for such trees shall not begin until after the second re-inspection.

### 4.02 WARRANTY PERIOD

- A. Unless a different agreement is reached in writing between the Owner and the Contractor, all trees and other plant material, including ground covers, installed under this agreement shall be guaranteed to live and grow, and shall be warranted against defects, death and unsatisfactory growth for a period of one (1) year from the day of final acceptance of contract
- Non-living landscape elements shall also carry a one (1) year guarantee on materials, labor,
- Material found to be dead or in poor condition within the Warranty Period shall be replaced by
- the Contractor within fifteen (15) days of written notification by the Owner's representative. The Owner or Landscape Architect shall be the sole judges as to the condition of the material. Materials and labor involved in the replacing of materials shall be supplied by the Contractor
- at no additional cost to the Owner. E. Soil Testing: Should plant materials show yellowing or other signs of soil and/or nutritional problems, the Owner or Landscape Architect may request soil testing and analysis. Such
- testing will be at the expense of the Contractor 1. Soil problems (as revealed by testing) shall be corrected by application of corrective chemicals and nutrients, removal and replacement of soil, or other measures as agreed upon by all parties. All such measures shall be at the Contractor's expense unless clear
- evidence establishes that the soil problem is not pre-existing and is caused by factors beyond the Contractor's control. Replacement and Conditions:
- 1. Materials will be replaced as many times as necessary to satisfy the OWNER'S representative and the specifications. All replacement costs will be the responsibility of the Contractor.
- 2. Replacements will be of the same size, species, and specifications as the original. No additional soil additives will be required unless significant amounts of soil mix are lost before or during replacement.

3. Plant losses due to abnormal weather conditions such as floods, excessive wind damage

(on properly staked or guyed trees), severe freezing, or hail will not be the responsibility

of the Contractor. 4. Deciduous materials will be guaranteed to break dormancy at the proper season. Materials planted during their normal dormant period will be guaranteed to resume normal growth at the proper time for that species.

installation practice.

- 1. All proposed material shall be Florida No. 1 or better as set forth in "Grades & Standards for Nursery Plants," Part 1&2, Florida Dept. of Agriculture and Consumer Services, latest edition. No deviations will be permitted
- specified on the plans. No substitutions will be accepted without prior written approval and acceptance by the Owner or his representative, or Landscape Architect.

2. By submitting a bid, the landscape contractor is responsible for providing the material

- Materials to be hand-selected at the discretion of the Owner or his representative, or Landscape Architect. 4. All work shall proceed in a professional manner in accordance with standard nursery and
- Quantities on plant list are for convenience only. Landscape Contractor is responsible for all plants shown on planting plans. When discrepancies occur between plant list and planting plans, the plans are to override the plant list in all cases. Contractor is responsible for confirming sod quantities and certifying such to the Owner or his representative.
- Contractor is responsible for locating all underground utilities prior to digging. Notify the Owner or his representative, or the Landscape Architect immediately regarding discrepancies or conflicts.
- least three (3) working days prior to beginning any stage of work. 8. Owner or Landscape Architect to be immediately notified of any discrepancies found in field. 9. Owner or his representative, or Landscape Architect reserve the right to field adjust plant

Landscape Contractor to notify the Owner or his representative, or Landscape Architect at

- material on-site to avoid conflicts or discrepancies not anticipated in the planning process. 10. Existing plant material to be removed, except as noted.
- 1. All trees, new and relocated, to be staked and guyed as detailed. 2. No double or multi-trunk trees unless otherwise specified.
- 3. Face of trees and palms to be located a minimum of 2'-0" off all sidewalks/bike paths or other paved surface, unless otherwise notated on plans. 4. Root suckers on Live Oaks are not acceptable.

5. All trees falling within grassed areas to have a mulch ring 3' in diameter, mulched 3" deep

### with no more than 1" deep directly adjacent to the trunk of the tree.

All planting beds to receive mulch per plans.

- Groundcover and shrubs to be laid out in a uniform and consistent pattern.
- 3. Landscape Contractor is responsible for verifying that clean top soil, meeting the attached specifications, exists in each planting bed prior to planting. Contractor shall add or amend top soil if necessary. Tree pits shall be backfilled as noted in attached specifications. Excavate all shrub and groundcover beds as specified and backfill with planting soil per
- 4. All existing paving base material to be removed from planting areas and replaced with clean top soil prior to planting. Final grade within planting areas to be 2" below adjacent paved areas or top of curb. Soil in landscaped areas shall be free of debris, including paving base or fill material, and

calcareous materials such as shell, lime rock, concrete, plaster and stucco. Planting areas

containing excessive calcareous materials shall be excavated to a minimum depth of (2') two

### 1. Landscape Contractor is responsible for replacing any damaged sod.

Architect.

1. All landscape areas (including sod) shall be irrigated with an underground automatic sprinkler system providing 120% coverage with 50% overlap or utilizing a drip irrigation/low volume watering system. No landscape installation shall occur until the irrigation system is operational, unless approval is granted by Owner or his representative, or Landscape



Landscape Architecture **Communication Graphics** 

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Project No.: Designed By:

Drawn By:

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Checked By: MC / RD **Revision Dates:** 

2020.12.01 SP REVIEW SUBMITTAL

2021-02-16 DRC RESPONSE RESUBMITTAL

December 1, 2020

20-013.000

2021-07-09 DRC RESUBMITTAL 2021-09-17 DRC RESUBMITTAL 2021-10-29 DRC RESUBMITTAL #4 (Fire&SUA) 2022-07-11 Remand Resubmittal

2022-08-19 DRC Resubmittal

## TDEE DISPOSITION TABLE AD

REE #	SPECIES	TREE SIZE DBH (INCHES)	CONDITION % (NOTE #1 & #3)	PROPOSED DISPOSITION	NOTES
•	-	(INCHES)	*	- Dist OstiiOiV	-
1	SABAL PALM			RELOCATE	RELOCATE ONSITE
2	SABAL PALM			PRESERVE	PROTECT IN PLACE
3	SABAL PALM SABAL PALM			PRESERVE PRESERVE	PROTECT IN PLACE
5	SABAL PALM			RELOCATE	RELOCATE ONSITE
6	SABAL PALM			RELOCATE	RELOCATE ONSITE
7 8	SABAL PALM SABAL PALM			RELOCATE RELOCATE	RELOCATE ONSITE RELOCATE ONSITE
9	SABAL PALIVI SABAL PALM			RELOCATE	RELOCATE ONSITE
10	SABAL PALM			RELOCATE	RELOCATE ONSITE
11	SABAL PALM			RELOCATE	RELOCATE ONSITE
12 13	SABAL PALM SABAL PALM			RELOCATE RELOCATE	RELOCATE ONSITE
14	SABAL PALM			RELOCATE	RELOCATE ONSITE
15	LIVE OAK	30	40	REMOVE	POOR CONDITION POOR CONDITION
16 17	GUMBO LIMBO SABAL PALM	4	50	REMOVE RELOCATE	RELOCATE ONSITE
18	SABAL PALM			RELOCATE	RELOCATE ONSITE
19 20	LIVE OAK LIVE OAK	11.5 14	50 70	REMOVE RELOCATE	POOR CONDITION RELOCATE ON SITE
21	SABAL PALM		70	RELOCATE	RELOCATE ON SITE
22	LIVE OAK	17	70	RELOCATE	RELOCATE ON SITE
23 24	SABAL PALM SABAL PALM			RELOCATE RELOCATE	RELOCATE ONSITE RELOCATE ONSITE
25 25	SABAL PALM			RELOCATE	RELOCATE ONSITE
26	SABAL PALM			RELOCATE	RELOCATE ONSITE
27 28	LIVE OAK LIVE OAK	13.5 22	60 70	RELOCATE RELOCATE	RELOCATE ON SITE RELOCATE ON SITE
29	LIVE OAK	19.3	50	REMOVE	POOR CONDITION
30	LIVE OAK	13.5	30	REMOVE	POOR CONDITION
31 32	LIVE OAK SABAL PALM	12.8	40	REMOVE RELOCATE	POOR CONDITION RELOCATE ONSITE
33	SABAL PALM			RELOCATE	RELOCATE ONSITE
34	SABAL PALM			RELOCATE	RELOCATE ONSITE
35 36	SABAL PALM LIVE OAK	16.5	20	RELOCATE REMOVE	POOR CONDITION
37	BLACK OLIVE	17	N/A	REMOVE	POOR CONDITION
38	BLACK OLIVE	24	N/A	REMOVE	POOR CONDITION
39 40	SABAL PALM SABAL PALM			RELOCATE RELOCATE	RELOCATE ONSITE RELOCATE ONSITE
41	SHEFFLERA ARBORICOLA	N/A	N/A	REMOVE	INVASIVE
42	SABAL PALM			RELOCATE	RELOCATE ONSITE
43 44	SABAL PALM SABAL PALM			RELOCATE RELOCATE	RELOCATE ONSITE RELOCATE ONSITE
45	LIVE OAK	14	50	REMOVE	POOR CONDITION
46 47	SABAL PALM			RELOCATE	RELOCATE ONSITE
47 48	SABAL PALM SABAL PALM			RELOCATE RELOCATE	RELOCATE ONSITE RELOCATE ONSITE
49	SABAL PALM			RELOCATE	RELOCATE ONSITE
50 51	SABAL PALM			RELOCATE RELOCATE	RELOCATE ONSITE
51 52	SABAL PALM SABAL PALM			RELOCATE REMOVE	RELOCATE ONSITE
53	SABAL PALM			REMOVE	
54 55	LIVE OAK	11.3	40 30	REMOVE REMOVE	POOR CONDITION POOR CONDITION
55 56	GUMBO LIMBO SABAL PALM	5	<u></u> 3∪	REMOVE REMOVE	r OON CONDITION
57	SABAL PALM			REMOVE	
58 59	BLACK OLIVE SABAL PALM	8	N/A	REMOVE PRESERVE	POOR CONDITION PROTECT IN PLACE
60	BLACK OLIVE	10.3	40	REMOVE	POOR CONDITION
61	BLACK OLIVE	10	N/A	REMOVE	POOR CONDITION
62 63	SABAL PALM SABAL PALM			REMOVE REMOVE	1
64	BLACK OLIVE	16	N/A	REMOVE	POOR CONDITION
65	SABAL PALM			REMOVE	
66 67	BLACK OLIVE	12 12	N/A	REMOVE REMOVE	POOR CONDITION
67 68	BLACK OLIVE BLACK OLIVE	10	N/A N/A	REMOVE REMOVE	POOR CONDITION POOR CONDITION
69	BLACK OLIVE	12	N/A	REMOVE	POOR CONDITION
70	BLACK OLIVE FICUS AUREA /	8	N/A	REMOVE	POOR CONDITION
71	STRANGLER FIG	14	20	REMOVE	POOR CONDITION
72	SABAL PALM			REMOVE	
73 74	BLACK OLIVE SABAL PALM	10	N/A	REMOVE REMOVE	POOR CONDITION
74 75	SABAL PALM SABAL PALM			REMOVE	<u> </u>
76	SABAL PALM			REMOVE	
77	FICUS AUREA / STRANGLER FIG	7	20	REMOVE	POOR CONDITION
 78	STRANGLER FIG SABAL PALM			REMOVE	+
79 79	SABAL PALM			REMOVE	
80	SABAL PALM			REMOVE	
81 82	SABAL PALM SABAL PALM			REMOVE REMOVE	+
83	SABAL PALM			REMOVE	
84	SABAL PALM			REMOVE	
85 86	SABAL PALM LIVE OAK	11	20	REMOVE REMOVE	POOR CONDITION
87	SABAL PALM			REMOVE	2 2 3 3 3 3 7 7 7 7 7 7 7 7 7 7 7 7 7 7
88	SABAL PALM			REMOVE	
89 90	SABAL PALM SABAL PALM			REMOVE REMOVE	+
90	BLACK OLIVE	24	N/A	REMOVE	POOR CONDITION
	LIVE OAK	12.8	40	REMOVE	POOR CONDITION
92	LIVE OAK	17.5 17.5	70 60	RELOCATE RELOCATE	RELOCATE ON SITE
93	IIVE OAV		, <del>oo</del>		INCLOCATE ON SITE
	LIVE OAK SABAL PALM	17.5		REMOVE	
93 94 95 96	SABAL PALM SABAL PALM	17.5		REMOVE	
93 94 95 96 97	SABAL PALM SABAL PALM SABAL PALM	17.5		REMOVE RELOCATE	RELOCATE ONSITE
93 94	SABAL PALM SABAL PALM	17.5		REMOVE	RELOCATE ONSITE RELOCATE ONSITE RELOCATE ONSITE
93 94 95 96 97	SABAL PALM SABAL PALM SABAL PALM SABAL PALM	17.5		REMOVE RELOCATE RELOCATE	RELOCATE ONSITE

EXISTING TREE DISPOSITION SUMMARY			
PROPOSED DISPOSITION	TREES	DBH (INCHES)	
Preserved	0	N/A	
Non-native &/OR less than			
60% conditon rating to be	30	N/A	
removed	29		
(no mitigation required)			
Native & 60% or greater			
conditon rating to be	<u>6</u>	<u> 101.5</u>	
relocated on site	_		
Total Trees	35		

<b>EXISTING PALM DISPOSITION SUMMARY</b>		
Preserved	0	
Relocated on-site	48	
Removed	18	
Total Palms	66	

REPLACEM	IENT REQUIRED FOR MITIGATION	
TREE SP	TOTAL DBH INCHES LOST	REQUIRED REPLACEMENT DBH INCHES *
OAK	NA	NA
·	* Replacement required for	mitigation (3" caliner for ea. 1" lost)

EXISTING TREE OVERLAY MAP

1) Tree Species identified as "oak" or "unknown" have been field verified and species, size and conditon % is based on Arboriculture Tree Report prepared by Sutton Consulting Arborist, Inc. dated January 24, 2021.

2) Tree's idenified as "Black Olive" on the tree survey have been field verifed as Black Olive and were not assessed for conditon % as replacement/relocation is not required.

3) Trees with conditon rating of less than 60% do not require relocation or replacement per code Section 45-82.D.4.



Landscape Architecture **Communication Graphics** 

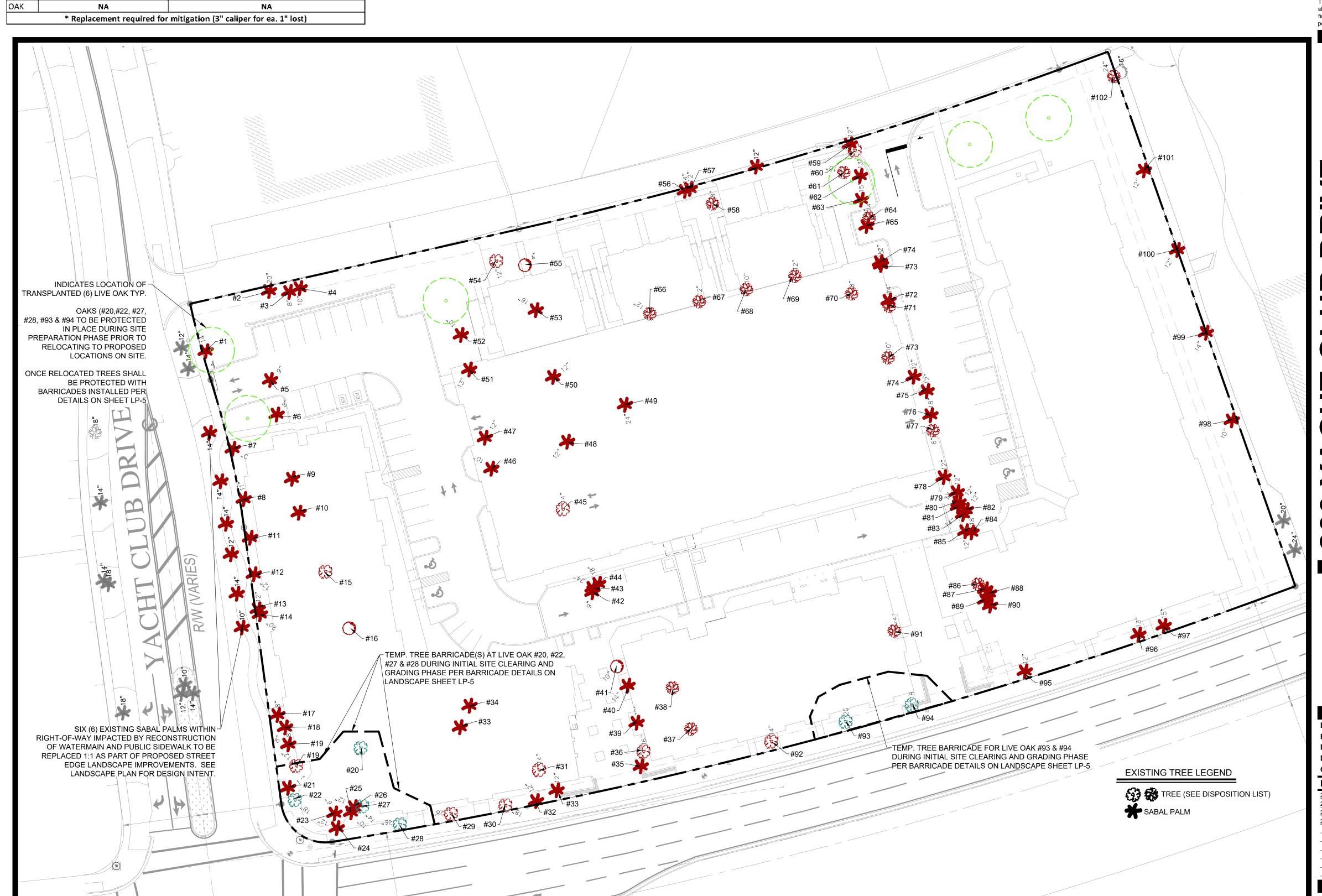
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**Scale:** 1" = 30'-0" OCTOBER 2020 20-013.000

Drawn By: Checked By: **Revision Dates:** 

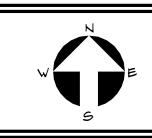
2021-02-16 DRC RESPONSE RESUBMITTAL 2021-07-09 DRC RESUBMITTAL 2022-08-19 Remand DRC Resubmittal



I YAWHDIH . 2.U CENTERLINE 150' R/W (IMPROVED) 150' R/W (IMPROVED) 2 BED 2 BED 2 BED 2 BED ALLEY
ALLEY YAJJA 20' SERVICE ROAD FOT 24 BLOCK 66 YACHT CLUB ADDITION TO VILLAGE OF NORTH PALM BEACH P.B.27 PG.98 **FOT 23 BLOCK 66** BLOCK 66 LOT 1 **FOT 25 BLOCK 66** P.B.27 PG.98 1 ARCHITECTURAL SITE PLAN
SP1.0.1 Scale: 1" = 20'-0" SITE PLAN REVIEW

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Project no: 20015 Date: 02-15-20 Drawn by: CG, MR, DC,JH Project Manager: JG



Project no: 20015
Date: 12-02-20
Drawn by: Author
Project Manager: Checker

SITE PLAN REVIEW

**MATERIAL LEGEND** MTL-1 METAL ROOF - HIGH SEAM TEE PANEL SYSTEM WITH ZINC-COTE FINISH PT-1 PAINTED STUCCO OR SIDING: COLOR: BENJAMIN MOORE OC-71
"SAND DOLLAR" PT-2 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-19
"SEAPEARL" PT-3 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-14 "NATURAL CREAM" PT-4 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE HC-141
"HOLLINGSWORTH GREEN" PT-5 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE HC-150
"YARMOUTH BLUE" PT-6 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE AC-28
"SMOKE EMBER" PT-7 PAINTED SHUTTER. COLOR: BENJAMIN MOORE HC-145 "VAN COURTLAND BLUE" PT-8 PAINTED SHUTTER. COLOR: BENJAMIN MOORE HC-165 "BOOTHBAY GRAY" PT-9 PAINTED SHUTTER. COLOR: BENJAMIN MOORE AC-29 "SAN ANTONIO GRAY" PT-10 PAINTED TRIM. COLOR: BENJAMIN MOORE OC-149 "DECORATOR'S WHITE"

**BUILDING A KEY PLAN** 

US HIGHWAY 1

1/A3.0.1

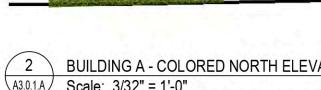
BUILDING A



BUILDING A - COLORED WEST ELEVATION

Scale: 3/32" = 1'-0"







BUILDING A - COLORED SOUTH ELEVATION

Scale: 3/32" = 1'-0"

## MATERIAL LEGEND

MTL-1 METAL ROOF - HIGH SEAM TEE PANEL SYSTEM WITH ZINC-COTE FINISH

PT-2 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-19 "SEAPEARL"

PT-3 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-14 "NATURAL CREAM"

PT-4 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE HC-141 "HOLLINGSWORTH GREEN"

PT-5 PAINTED STUCCO OR SIDING: COLOR: BENJAMIN MOORE HC-150 "YARMOUTH BLUE"

PT-1 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-71 "SAND DOLLAR"

PT-6 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE AC-28 "SMOKE EMBER"

PT-7 PAINTED SHUTTER. COLOR: BENJAMIN MOORE HC-145 "VAN COURTLAND BLUE"

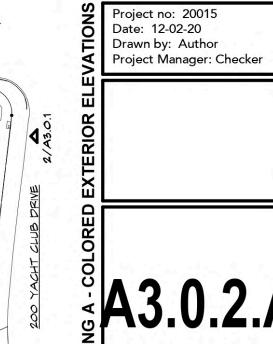
PT-8 PAINTED SHUTTER. COLOR: BENJAMIN MOORE HC-165 "BOOTHBAY GRAY"

PT-9 PAINTED SHUTTER. COLOR: BENJAMIN MOORE AC-29 "SAN ANTONIO GRAY"

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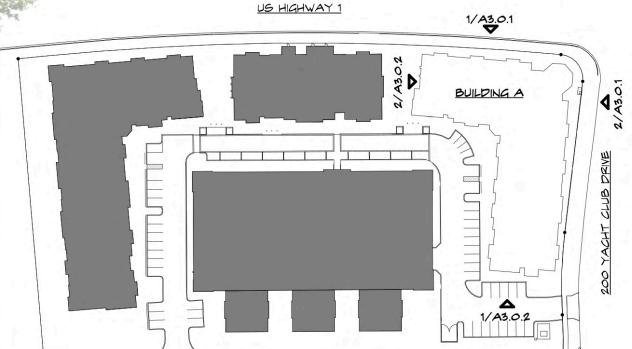
New C 200 THESE DRAWINGS ARE FOR THE
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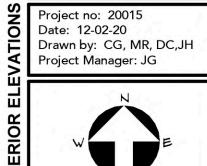
Revisions:

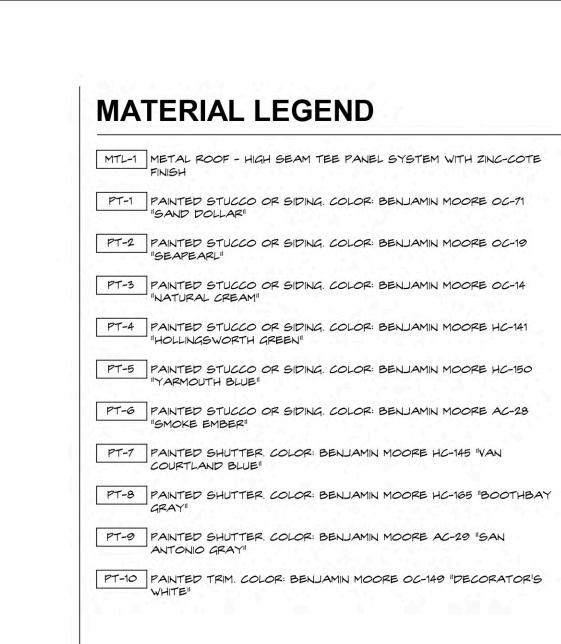


SITE PLAN REVIEW

**BUILDING A KEY PLAN** 







**BUILDING B KEY PLAN** 

US HIGHWAY 1

BUILDING B

1/A3.1.2

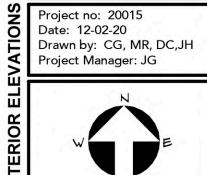


1 BUILDING B - COLORED WEST ELEVATION A3.1.1.A Scale: 3/32" = 1'-0"



BUILDING B - COLORED NORTH ELEVATION

Scale: 3/32" = 1'-0"





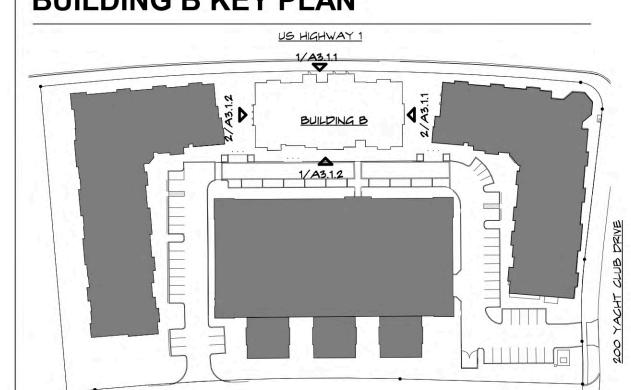
BUILDING B - COLORED EAST ELEVATION A3.1.2.A Scale: 3/32" = 1'-0"

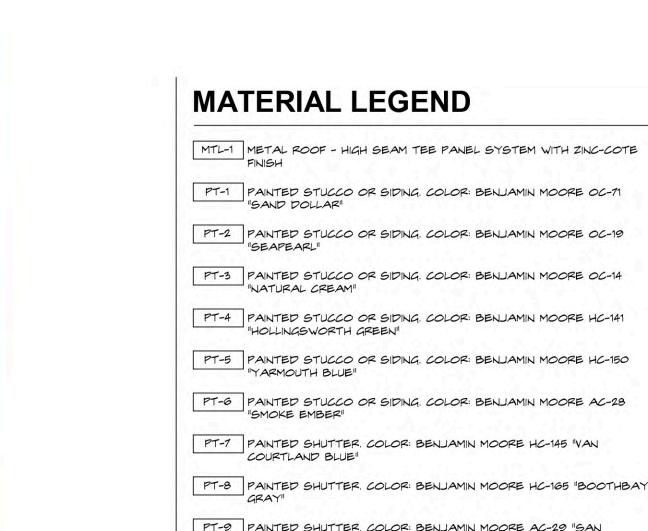


BUILDING B - COLORED SOUTH ELEVATION

Scale: 3/32" = 1'-0"

- MTL-1 METAL ROOF HIGH SEAM TEE PANEL SYSTEM WITH ZINC-COTE FINISH
- PT-1 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-71
- PT-2 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-19 "SEAPEARL"
- PT-3 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-14 "NATURAL CREAM"
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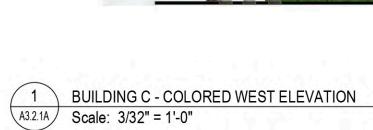




PT-5 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE HC-150
"YARMOUTH BLUE" PT-6 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE AC-28 "SMOKE EMBER" PT-7 PAINTED SHUTTER. COLOR: BENJAMIN MOORE HC-145 "VAN COURTLAND BLUE"

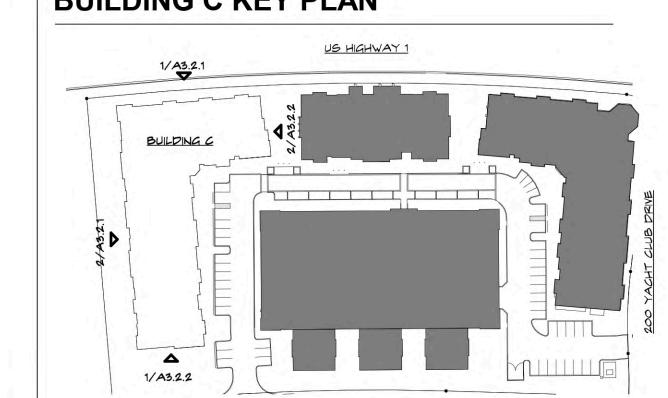
PT-8 PAINTED SHUTTER. COLOR: BENJAMIN MOORE HC-165 "BOOTHBAY"

PT-9 PAINTED SHUTTER. COLOR: BENJAMIN MOORE AC-29 "SAN ANTONIO GRAY" PT-10 PAINTED TRIM. COLOR: BENJAMIN MOORE OC-149 "DECORATOR'S WHITE"





2 BUILDING C - COLORED SOUTH ELEVATION (A3.2.1A) Scale: 3/32" = 1'-0"



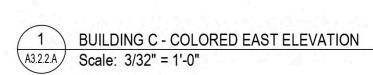
# MTL-1 METAL ROOF - HIGH SEAM TEE PANEL SYSTEM WITH ZINC-COTE FINISH

MATERIAL LEGEND

# PT-1 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-71 "SAND DOLLAR"

- PT-2 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-19
  "SEAPEARL"
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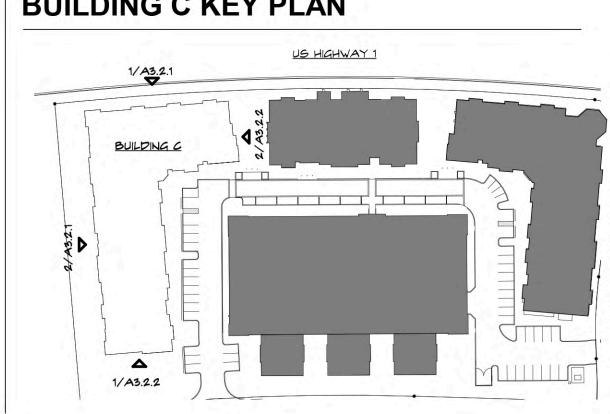


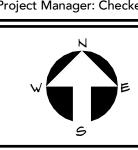


BUILDING C - COLORED NORTH ELEVATION

Scale: 3/32" = 1'-0"

# **BUILDING C KEY PLAN**





**PROGRESS** 

CLUB HOUSE ROOF CLUB HOUSE PT-6 GARAGE 3 201-011 GARAGE 2 101-011

**MATERIAL LEGEND** 

MTL-1 METAL ROOF - HIGH SEAM TEE PANEL SYSTEM WITH ZINC-COTE FINISH

PT-1 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-71
"SAND DOLLAR"

PT-2 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-19
"SEAPEARL"

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PT-9 PAINTED SHUTTER. COLOR: BENJAMIN MOORE AC-29 "SAN ANTONIO GRAY"

2 South Color A3.3.1A SCALE: 3/32" = 1'-0"

MTL-1

PT-7

PT-10

PT-3

PT-1



1 East Color A3.3.1A SCALE: 3/32" = 1'-0"

MATERIAL LEGEND

MTL-1 METAL ROOF - HIGH SEAM TEE PANEL SYSTEM WITH ZINC-COTE FINISH

PT-1 PAINTED STUCCO OR SIDING. COLOR: BENJAMIN MOORE OC-71 "SAND DOLLAR"

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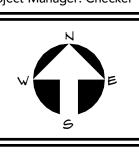
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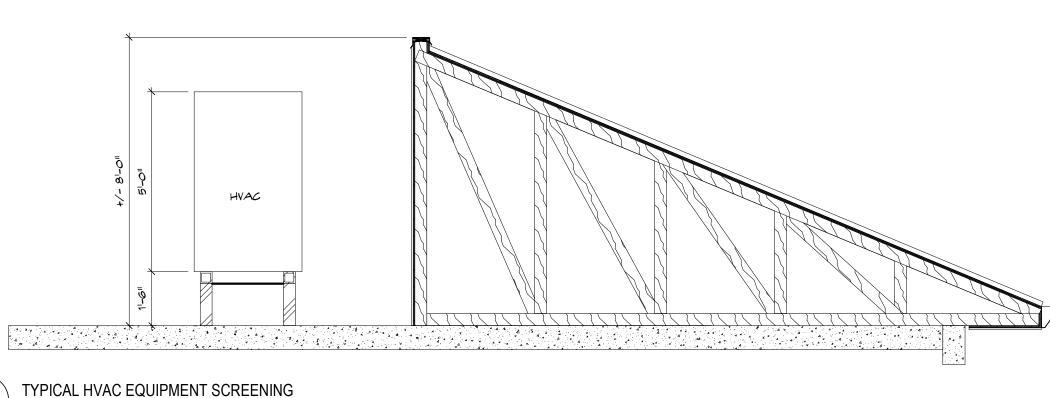
**PROGRESS** 





## MTL-1 MTL-1 CLUB HOUSE ROOF 46'-O" PT-10 PT-10 PT-3 CLUB HOUSE 30'-0" PT-1 GARAGE 3 201-011 OPEN OPEN PT-2 PT-2 GARAGE 2 10'-0" OPEN OPEN OPEN OPEN OPEN OPEN OPEN SITE OI-OII

1 West Color A3.3.2A SCALE: 3/32" = 1'-0"

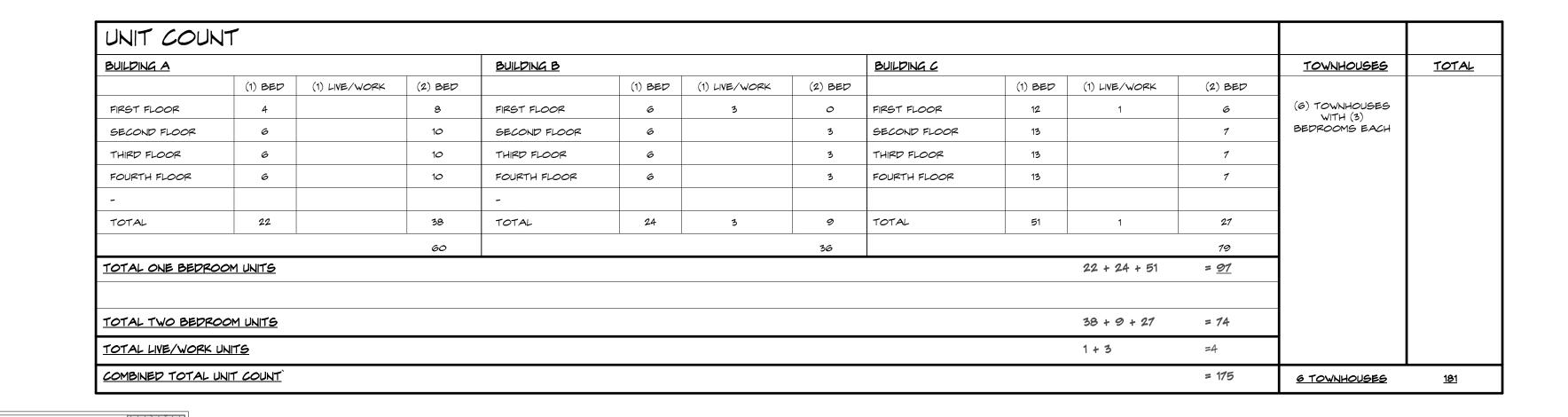


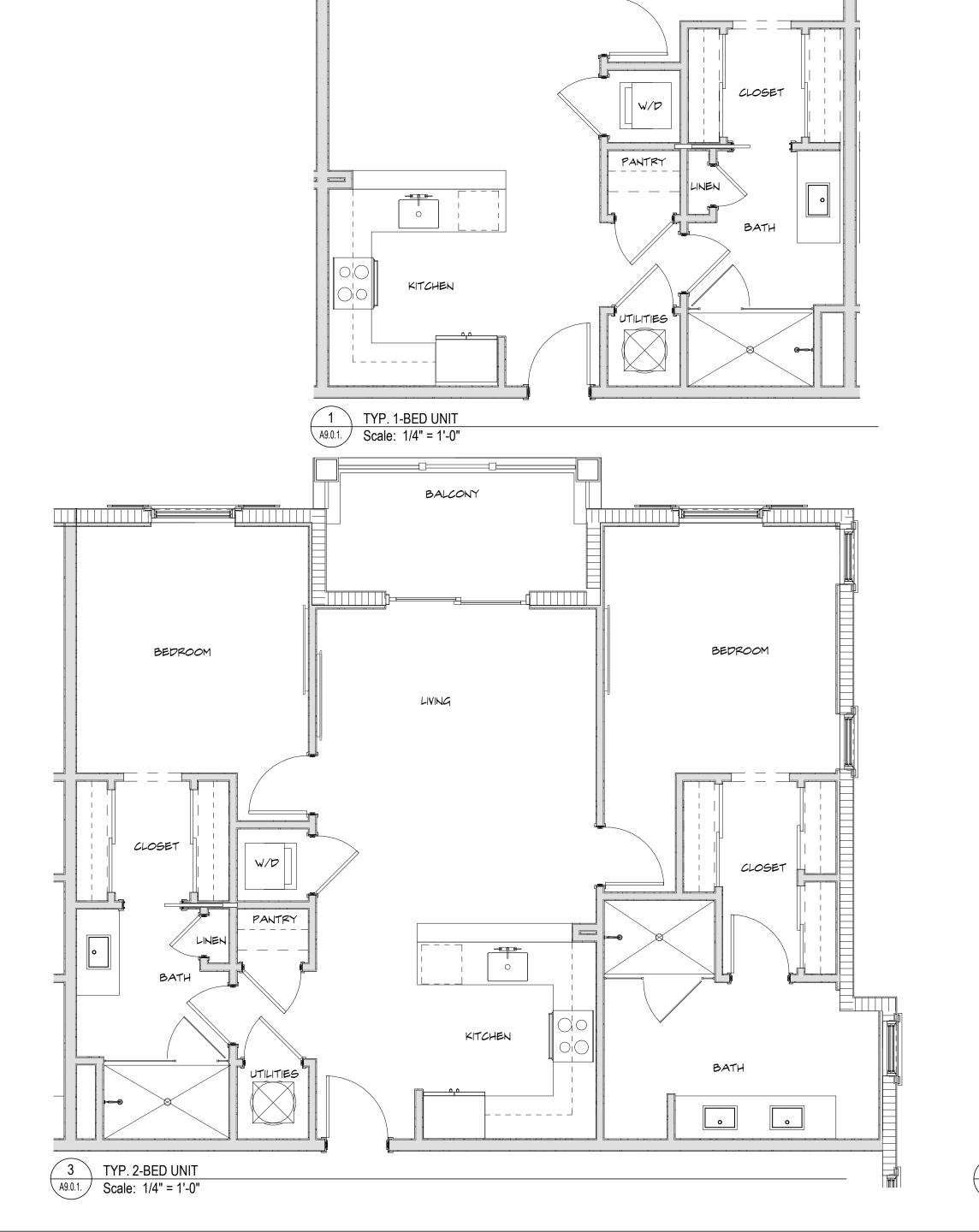
 TYPICAL HVAC EQUIPMENT SCREENING
Scale: 3/8" = 1'-0"

UNIT AREA	
UNIT TYPE	UNIT AREA
(1) BED	744 SQFT
-	-
(2) BED	1,137 SQFT
(4) LIVE/WORK	1,135 SQFT

TOWNHOUSE AREA		
LEVEL	UNIT AREA	
FIRST FLOOR	984	
SECOND FLOOR	982	
THIRD FLOOR	982	
TOTAL	2,948	

10EILING F	CEILING HEIGHTS				
	BUILDING A	BUILDING B	BUILDING C	TOWNHOUSE	
FIRST FLOOR	141-811	121-1011	12'-8"	91-711	
SECOND FLOOR	101-011	101-011	101-011	91-711	
THIRD FLOOR	101-011	101-011	10'-0"	91-711	
FOURTH FLOOR	101-011	101-011	10'-0"	N/A	

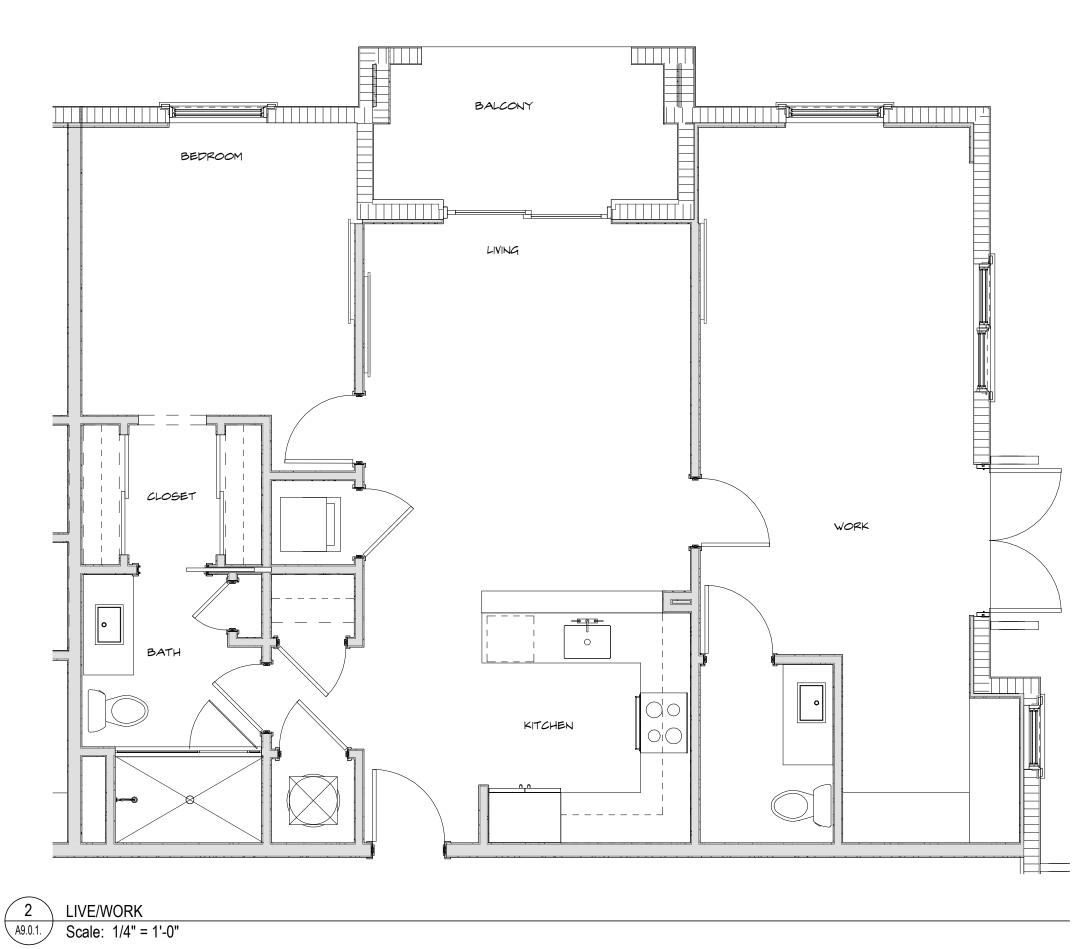




BALCONY

LIVING

BEDROOM



New Construction For State of Spina Oronstruction For State of Spina Oronske + Partners, Inc. and may not be Duplicated, near of Spina Oronske + Partners, Inc. all rights reserved

Revisions:

North Palm Beach, Flo

A9.0.1

Project no: 20015 Date: 12-02-20 Drawn by: CG Project Manager: JG

A9.0.1

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Project no: 20015 Date: 12-02-20 Drawn by: CG, MR, DC Project Manager: JG

BUILDING A

<u>US HIGHWAY 1</u>

**BUILDING A KEY PLAN** 

**WALL LEGEND** 

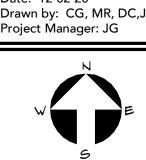
NEW NON-RATED PARTITION NEW 8" CMU BLOCK WALL

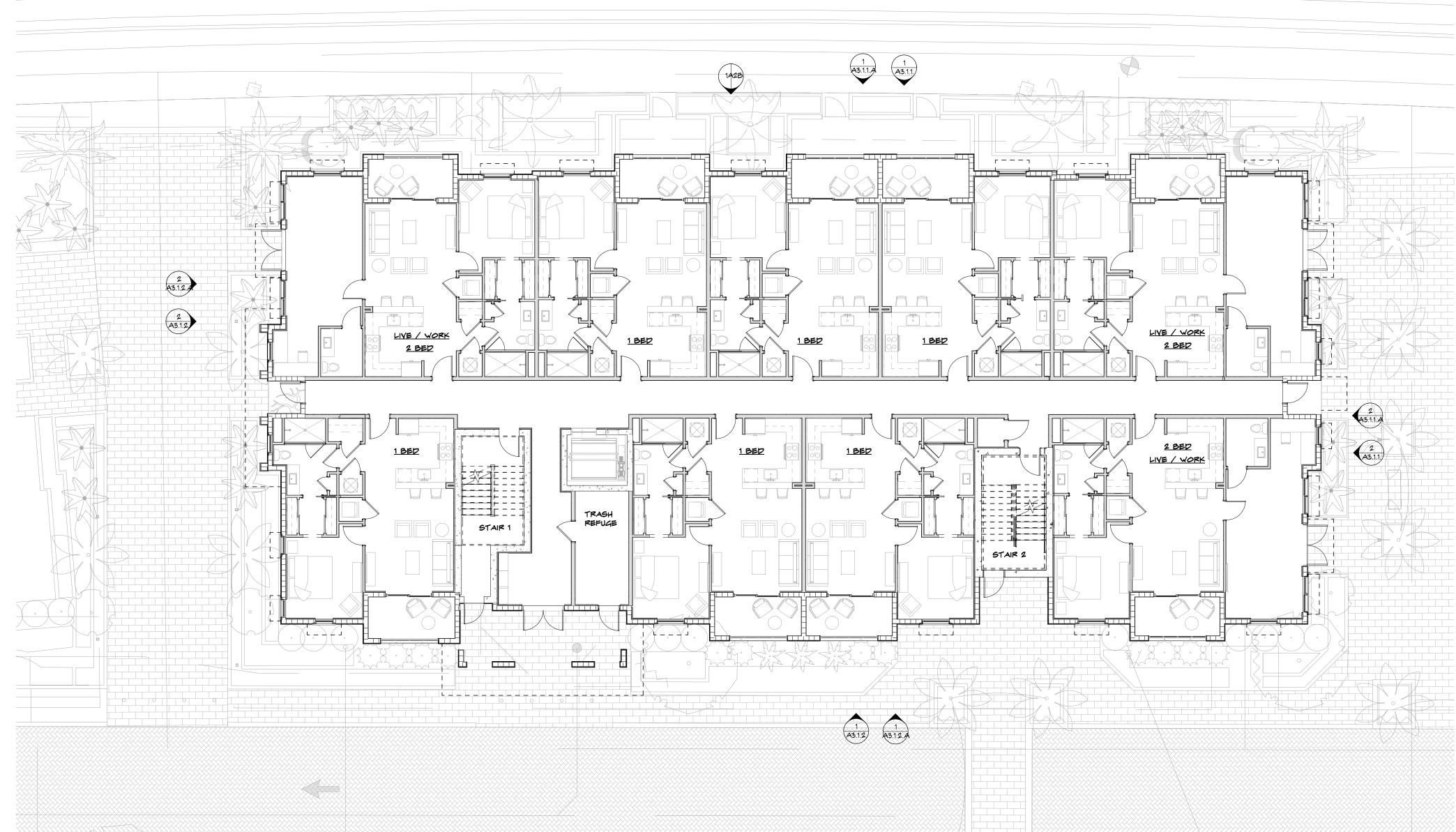
NEW PRECAST CONCRETE WALL

MAIL ROOM PACKAGE ROOM B.H. ELECTR. ROOM STAIR 2

<u> 2 BED</u>

1 BUILDING A - FIRST FLOOR PLAN
A1.0.1. Scale: 3/32" = 1'-0"





<u>US HIGHWAY 1</u>

<u>BUILDING B</u>

1/A3.1.2

**BUILDING B KEY PLAN** 

1 BUILDING B - FIRST FLOOR PLAN
A1.1.1. Scale: 1" = 10'-0"

NEW 8" CMU BLOCK WALL NEW PRECAST CONCRETE WALL

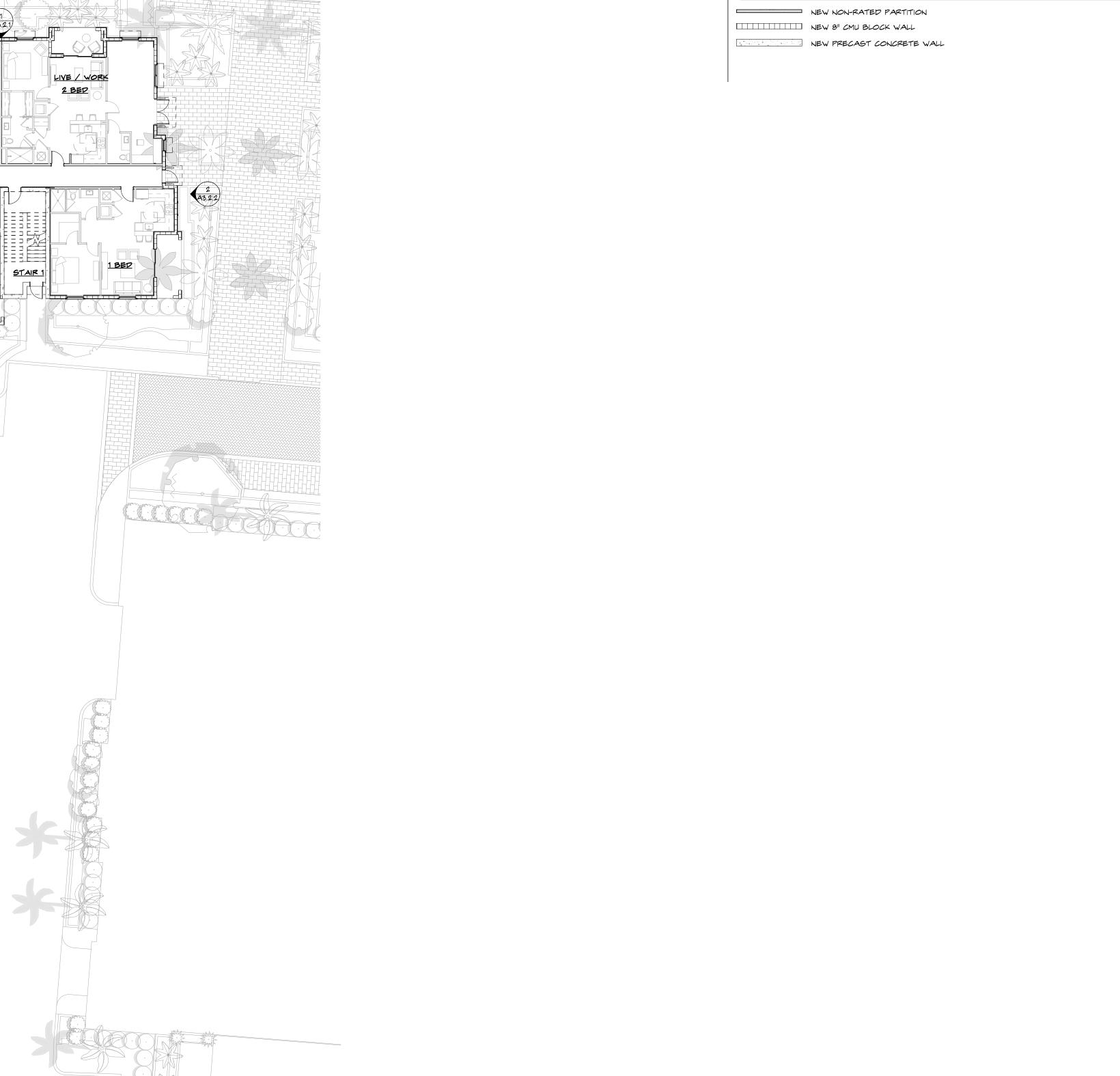
WALL LEGEND NEW NON-RATED PARTITION

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Project no: 20015 Date: 12-02-20 Drawn by: CG, MR, DC,JH Project Manager: JG

SITE PLAN REVIEW





# WALL LEGEND

**BUILDING C KEY PLAN** 

BUILDING C

US HIGHWAY 1

1 BUILDING C FIRST FLOOR PLAN

**PROGRESS** 

A1.3.4 SCALE: 3/32" = 1'-0"

Project no: 20015 Date: 02-15-20 Drawn by: Author Project Manager: Checker

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Revisions:

Beach,















## Department of Engineering and Public Works

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

### **County Administrator**

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

December 18, 2020

Bryan G. Kelley, P.E. Simmons & White, Inc. 2581 Metrocentre Blvd., Suite 3 West Palm Beach, FL 33407

RE: 200 Yacht Club Drive

Project #: 201202

**Traffic Performance Standards Review** 

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the **200 Yacht Club Drive** Traffic Impact Statement, dated December 01, 2020, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality: North Palm Beach

**Location:** SEC of Yacht Club Drive and US-1

PCN: 68-43-42-09-02-000-0010 (additional PCNs in file)
Access: One full access driveway connection onto Yacht Club

Drive and onto existing alley east of the site

(As used in the study and is NOT an approval by the

County through this letter)

**Existing Uses:** Office = 11,060 SF **Proposed Uses:** Redevelop the site with:

Multi-Family Residential = 186 DUs Fast Food Restaurant w/o DT = 1,578 SF

New Daily Trips: 1,115

New Peak Hour Trips: 50 (-2/52) AM; 87 (57/30) PM

**Build-out:** December 31, 2025

The proposed development is located within the Coastal Residential Exception Area and therefore, the residential portion of the proposed development is exempt from the Traffic Performance Standards of Palm Beach County. The Traffic Division has determined the proposed development <u>meets</u> the Traffic Performance Standards of Palm Beach County.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.



Bryan G. Kelley, P.E. December 18, 2020 Page 2

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbcgov.org.

Sincerely,

Quazi Bari, P.E., PTOE

Manager - Growth Management

Traffic Division

QB:HA:rb

c: Addressee

Denise Malone, AICP, Community Development Department Director, Planning & Zoning Division, Village of North Palm Beach

Hanane Akif, E.I., Project Coordinator II, Traffic Division Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2020\201202 - 200 YACHT CLUB DRIVE.DOCX



## Florida Department of Transportation

RON DESANTIS **GOVERNOR** 

3400 West Commercial Boulevard Fort Lauderdale, FL 33309

KEVIN J. THIBAULT SECRETARY

March 4, 2021

THIS PRE-APPLICATION LETTER IS VALID UNTIL - March 4, 2022 THIS LETTER IS NOT A PERMIT APPROVAL

Bryan Kelley Simmons & White 2581 Metrocentre Blvd, Suite 2 West Palm Beach FL, 33407

Dear Bryan Kelley:

RE: Pre-application Review for Category D Driveway, Pre-application Meeting Date: March 4, 2021 Palm Beach County - North Palm Beach; SR 5; Sec. # 93040000; MP: 2.0; Access Class - 5; Posted Speed - 35; SIS - No; Ref. Project: FM 438386.7-Helen James-FEASIBILITY STUDY

Request: Remove four driveway connections to SR 5/US-1. Widen the sidewalk to 8 feet along the proposed development's frontage.

SITE SPECIFIC INFORMATION

Project Name & Address: 200 Yacht Club Drive - 200 Yacht Club Drive Applicant/Property Owner: Simmons & White, Inc.; Parcel Size: 4.09 Acres Development Size: 186 Multifamily DU, 1,578 SF Restaurant

### WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Réview Committee (AMRC).

- The proposed driveway on Yacht Club Drive shall be located at least 100 feet from the SR 5 right-of-way line.
  All roadway features, including sidewalk, signal equipment shall be within FDOT right-of-way.
  All pedestrian features shall be ADA compliant.
  All existing driveways along the SR 5 frontage of the site shall be removed and the area restored.

### Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
  A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.

  Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Ine purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. Note, this letter does not quarantee permit approval. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <a href="https://osp.fdot.gov">https://osp.fdot.gov</a>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

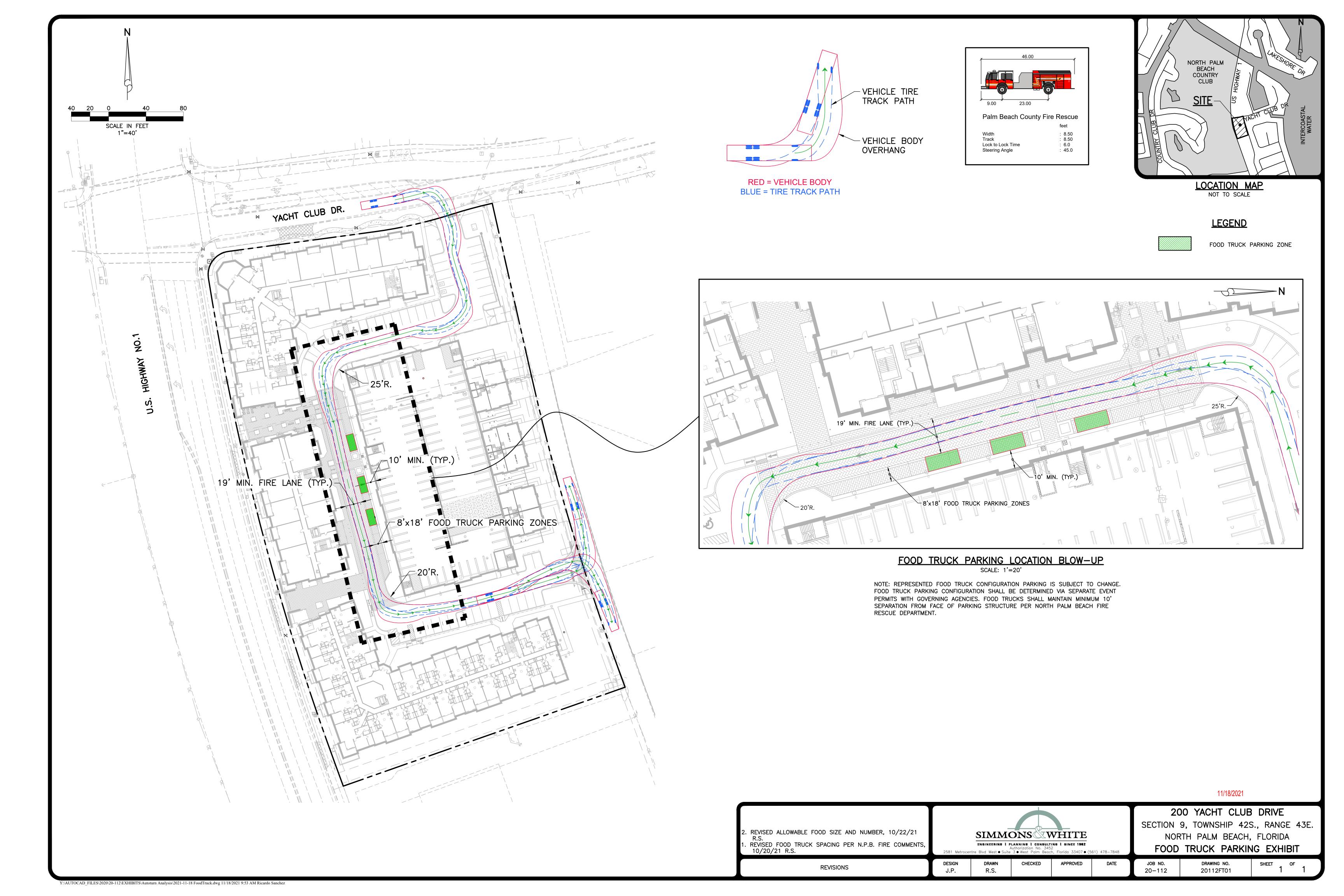
Please contact the Access Management Manager - Tel #954-777-4363 or e-mail: D4Access Management@dot.state.fl.us.with.any questions.

Please contact the Access Management Manager - Tel. #954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

Dalila Fernandez, P.E. District Access Management Manager

Jonathan Overton, P.E., Jerry Dean



# 200 YACHT CLUB MASTER SIGN PROGRAM

September 2021

### **PURPOSE AND INTENT**

The Master Sign Program will act as the regulatory framework for all signage for 200 Yacht Club ("The Project"). Where the Master Sign Program is silent, signs will be required to be consistent with the Village of North Palm Beach's Code of Ordinance Chapter 6, Article V, Signs and Outdoor Displays, last amended via Ordinance No. 2014-09 on September 25, 2014 (herein referred to as "Code"). Where conflicts exist between this Master Sign Program and the Code, or other Village Regulations, this Master Sign Program shall control.

To create a framework for a comprehensive and balanced project, sign regulations outlined in this Master Sign Program are permitted within the project. In addition, those signs permitted under Section 6-112, 6-114 and 6-115 of the Code are permitted.

### **IMPLEMENTATION**

Revisions to the approved Master Sign Program that are within the parameters of the Village's signage code, and are consistent with the architectural theme and colors of the program, may be approved administratively to allow for changes over time.

All signs proposed for 200 Yacht Club Drive require a permit from the Village's Construction Services Department before installation. The Master Sign Program illustrates the generalized sign regulations for 200 Yacht Club Drive. All signs within the development need comply only with the sign standards found in the Sign Program.

### **PROHIBITED SIGNS**

Signs defined in Section 6-113 (B) of the Code are prohibited for the 200 Yacht Club Drive development.

### **PERMITTED SIGN TYPES**

### SIGN TYPE 1 – Building Identity Sign

Definition: means any sign which is located on a building to identify the name or identity of the development.

Building identity signs, with the same identity, shall be allowed on building elevations three or more stories in height and shall be subject to the following:

• One (1) Building Identity Sign shall be allowed on the Building A elevation.

# 200 YACHT CLUB MASTER SIGN PROGRAM

### September 2021

- One (1) Building Identity Sign shall be allowed on the Building C elevation
- The content of the Building Identity Signs may include:
  - Name and logo of the development.
  - Advertisement of individual building tenants is prohibited.
- Sign Area: Maximum 20 square feet and 24-inches in height. Logos may not exceed 50% of the allowable sign area.
- Relationship to building features: A building identity sign shall not extend beyond any edge of the surface to which it is attached, nor disrupt a major architectural feature of the building.
- Individual letters shall be attached directly to the building facade. In those cases
  where the Individual letters cannot be attached directly to the building facade, a
  support back panel maybe allowed, but such panel shall not be internally
  illuminated.
- The signs may include internally illuminated letters, pin-mounted halo-lit letters, concealed light sources and/or be lit with building mounted spot lights.

### **SIGN TYPE 2 – Tenant Sign**

Definition: means any sign which is located on the facade of the building to identify the name of a tenant or occupant with the exception of the building identity in which the development is named.

- Tenant signs may be applied on the elevation of a building above a pedestrian entrance into the building.
- Such sign shall not exceed 5% of the applicable storefront façade area.
- The Tenant sign shall be located within the first two stories of the building.
- Relationship to building features: the tenant wall sign shall not extend beyond any edge of the surface to which it is attached, nor disrupt a major architectural feature of the building.
- Individual letters shall be attached directly to the building facade. In those cases
  where the Individual letters cannot be attached directly to the building facade, a
  support back panel maybe allowed, but such panel shall not be internally
  illuminated.
- The signs may include internally illuminated letters, pin-mounted halo-lit letters, concealed light sources and/or be lit with building mounted spot lights.
- The content of the Tenant Signs may include:
  - Letters depicting the name of the building occupant;
  - Letters depicting the nature of the business and that are a maximum of fifty (50) percent of the height of the letters depicting name of the building occupant.

# 200 YACHT CLUB MASTER SIGN PROGRAM

## September 2021

- A logo symbol for the building occupant which does not exceed fifty (50) percent of the allowable sign area.
- o Address of the building and building occupants to which the sign is accessory, and other related information.
- Minimum Tenant Sign Setback 0 ft

### **SIGN TYPE 3 -Directional Sign**

- One (1) ground mounted parking area directional sign may be erected at each point of ingress and egress to a parking lot or parking area.
- Such signs shall not exceed two (2) square feet in background area nor exceed three (3) feet in height.
- Such signs shall not be located as to create a traffic or pedestrian hazard.

SIMMONS & WHITE 2581 Metrocentre Blvd, Suite 3, West Palm Beach, Florida 33407 O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com Certificate of Authorization Number 3452



# TRAFFIC IMPACT STATEMENT

## 200 YACHT CLUB DRIVE VILLAGE OF NORTH PALM BEACH, FLORIDA

## Prepared for:

Robbins NPB, LLC 86 Macfarlane Drive Suite 6G Delray Beach, Florida 33483

Job No. 20-112

Date: December 1, 2020 Revised: February 24, 2021 Revised: July 8, 2021 Revised: July 11, 2022



Bryan G. Kelley, P.E. FL Registration No. 74006

## **TABLE OF CONTENTS**

1.0 SITE DATA	3
2.0 PURPOSE OF STUDY	3
3.0 TRAFFIC GENERATION	5
4.0 RADIUS OF DEVELOPMENT INFLUENCE	6
5.0 EXISTING TRAFFIC	6
6.0 INTERSECTION ANALYSIS TEST 1 – PART 1	7
7.0 TRAFFIC ASSIGNMENT/DISTRIBUTION TEST 1 – PART 2	8
8.0 TEST 2 – FIVE YEAR ANALYSIS	8
9.0 SITE RELATED IMPROVEMENTS	9
10.0 CONCLUSION	9
Appendices	

INTERSECTION ANALYSIS	APPENDIX A
LINK ANALYSIS	APPENDIX B
TEST 2 ANALYSIS	APPENDIX C
APPROVED PROJECT DATA	APPENDIX D
SYNCHRO PRINTOUTS	APPENDIX E
SITE PLAN	APPENDIX F

### 1.0 SITE DATA

The subject parcel is located in the southeast corner of US-1 and Yacht Club Drive in the Village of North Palm Beach, Florida and contains approximately 4.09 acres. The Property Control Numbers (PCN) for the subject property are:

68-43-42-09-02-000-0010 68-43-42-09-01-070-0121 68-43-42-09-01-070-0140

The subject site currently consists of 11,060 S.F. of office. The proposed redevelopment is to consist of 181 multifamily residential dwelling units and a 1,578 S.F. restaurant with a buildout of 2025. Note four (4) of the 181 multifamily dwelling units will be designated as live-work units (4,224 S.F.). Site access is proposed via a full access driveway connection to Yacht Club Drive and an alley. For additional information concerning site location and layout, please refer to the Site Plan (included in Appendix "F") prepared by Urban Design Studio. It should be noted the project is located with the Coastal Residential Exception area and is therefore exempt for traffic concurrency. However, the analysis completed in this report is provided for informational purposes.

### 2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence, which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1.

Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed. Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence, which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period. This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the fifth year of the Florida Department of Transportation Five Year Transportation Improvement Program in effect at the time of traffic analysis submittal.

The existing roadway network as well as both the State and Palm Beach County Five Year Road Program improvements, with construction scheduled to commence prior to the end of the Five Year Analysis Period shall be the Test 2 roadway network assumed in the analysis. The total traffic in the peak hour, peak direction on each link within a project's radius of development influence shall be compared with the applicable LOS "E" service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed. This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

### 3.0 TRAFFIC GENERATION

The daily traffic generated by the existing development was calculated in accordance with the traffic generation rates published on the Palm Beach County Traffic website and consistent with the ITE Trip Generation Manual, 10th Edition. Tables 1, 2 and 3 show the daily, A.M. peak hour, and P.M. peak hour traffic generation for the existing development, respectively. Based on the existing development consisting of 11,060 S.F. office, the traffic generation may be summarized as follows:

### **Existing Development**

Daily Traffic Generation = 112 tpd

A.M. Peak Hour Traffic Generation (In/Out) = 33 pht (29 pht/4 pht) P.M. Peak Hour Traffic Generation (In/Out) = 12 pht (2 pht/10 pht)

Tables 4, 5 and 6 show the daily, A.M. peak hour, and P.M. peak hour traffic generation for the proposed development, respectively. Based on the proposed plan of redevelopment consisting of 181 multifamily dwelling units (including 4 live-work units totaling 4,224 S.F.) and 1,578 S.F. restaurant, the traffic generation may be summarized as follows:

### **Proposed Development**

Daily Traffic Generation = 1,207 tpd

A.M. Peak Hour Traffic Generation (In/Out) = 83 pht (31 pht/52 pht) P.M. Peak Hour Traffic Generation (In/Out) = 101 pht (58 pht/43 pht)

The difference in trips between the existing and proposed developments that will be utilized in the traffic study is shown in Table 7 and summarized below:

### **New Trips**

Daily Traffic Generation = 1,095 tpd

AM Peak Hour Traffic Generation (In/Out) = 50 pht (2 In/48 Out) PM Peak Hour Traffic Generation (In/Out) = 89 pht (56 In/33 Out)

### 4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 89 peak hour trips, the radius of development influence shall be one mile.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than one percent of the LOS "D" of the link affected on a peak hour directional basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "D" of the link affected on a peak hour two-way basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS "D" Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than three percent of the LOS "E" of the link affected on a peak hour directional basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "E" of the link affected on a peak hour two-way basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS "E" Link Service Volumes.

### **5.0 EXISTING TRAFFIC**

Existing A.M. and P.M. peak hour traffic volumes for the links within the project's radius of development influence were available from the Palm Beach County Engineering Traffic Division. Background traffic, consisting of historical growth allowances furnished by Palm Beach County, major project traffic, and anticipated development in the area was also considered. The area wide growth rate is based on both 2017 and 2020 peak season traffic.

The 2025 total traffic on each link has been calculated using the higher of the area wide growth rate shown in Table 8 or a 1.0% growth rate plus all approved but un-built traffic listed in the Approved Project Database summary tables received from the Palm Beach County Engineering Traffic Division. The project is expected to be built-out in 2025 and background traffic was projected to that time. A detailed analysis of all approved but unbuilt traffic within the project's radius of development influence has been performed and can be seen in Appendix "D" attached with this report.

### 6.0 INTERSECTION ANALYSIS TEST 1 - PART 1

As a requirement of Part 1 of Test 1 of the Palm Beach County Traffic Performance Standards, the following directly accessed intersection link ends must be analyzed:

- 1. US-1 at Yacht Club Drive
- 2. US-1 at Lighthouse Drive

The development of the subject parcel is not anticipated to result in excess of ten percent of total traffic on an average peak hour total traffic basis leading to any signalized intersection other than the intersections mentioned above. A detailed analysis of these intersections has been performed and can be seen in Appendix "A" attached with this report.

The above referenced intersections have been analyzed using the adjusted turning movement volumes attached with this report in accordance with the methodology set forth in the Transportation Research Board Special Report 209, Planning Analysis. As the results in the Intersection Analyses (attached as Appendix "A") show, the sum of the critical movements during the peak-season, peak-hours at project build-out is less than the adopted Level of Service volume for intersections of 1400 vph.

INTERSECTION	CRITICA <u>A.M.</u>	L SUM P.M.
US-1 at Yacht Club Drive	470	586
US-1 at Lighthouse Drive	546	626

### 7.0 TRAFFIC ASSIGNMENT/DISTRIBUTION TEST 1 - PART 2

The distribution of project trips was based upon the existing and proposed geometry of the roadway network, a review of the existing and historical travel patterns, and a review of the proposed development and improvements in the area.

The distributed traffic for the project at full build-out of the development was assigned to the links within the project's radius of development influence and can be seen in the Project Distribution Figure attached with this report. Tables 9 and 10 show the project's trip assignment as well as the applicable Level of Service Standard for each of the links within the project's radius of development influence. Links with a project assignment greater than 1% of the applicable Level of Service "D" have been outlined as links with significant project assignment.

Based on the projected total A.M. and P.M. peak hour traffic volumes and threshold volumes for the links with significant project assignment within the project's radius of development influence as shown in Tables 11 and 12, this project meets the applicable Peak Hour Traffic Volume Link Performance Standards listed under "Test One - Part Two" of the Palm Beach County Traffic Performance Standards on all links within the project's radius of development influence.

### 8.0 TEST 2 - FIVE YEAR ANALYSIS

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS E at the end of the Five Year Analysis Period.

Tables 13 and 14 of Appendix "C" show the project's net trip generation assigned to the links within the project's radius of development influence with the applicable LOS "E" thresholds. Since the project impact represents less than 3% of the LOS "E" threshold for all roadways, Test 2 requirements are met.

#### 9.0 SITE RELATED IMPROVEMENTS

The overall A.M. and P.M. peak hour turning movement driveway volumes and directional distributions at the project entrances for the proposed development with no reduction for pass by credits are shown in Tables 5 and 6 attached with this report. The following summary applies:

DIRECTIONAL DISTRIBUTION (TRIPS IN / OUT)

A.M. Peak Hour = 39 / 59 P.M. Peak Hour = 66 / 51

As previously mentioned, site access is proposed via a full access driveway connection to Yacht Club Drive and an alley. Based on the Palm Beach County requirements of 75 peak hour right turns and 30 peak hour left turns, no turn lanes are warranted or recommended for the project. A Synchro operational analysis was performed for the intersection of US-1 at Yacht Club Drive. The analysis demonstrated that the intersection will continue to operate at an acceptable Level of Service and only experience minimal vehicular queuing. The operational analysis showed the 95th percentile queue for the westbound approach will be approximately 7 vehicles or 175 feet. The proposed driveway connection to Yacht Club Road is approximately 225 feet from US-1. The Synchro printouts are included in Appendix "E".

### **10.0 CONCLUSION**

The proposed redevelopment is expected to generate a total of 1,095 net new trips per day, 50 new A.M. peak hour trips and 89 new P.M. peak hour trips at project build-out in 2025. Based on an analysis of existing and project traffic characteristics and distribution, as well as the existing and future roadway network geometry and traffic volumes, this overall project meets the Link/Build-out Test and Five Year Analysis test as required by the Palm Beach County Traffic Performance Standards.

## **APPENDIX "A"**

## **INTERSECTION ANALYSES**

FOR PURPOSES OF PART 1 OF TEST 1

## **APPENDIX "B"**

## **LINK ANALYSIS**

FOR PURPOSES OF PART 2 OF TEST 1

## **APPENDIX "C"**

## **TEST 2 ANALYSIS**

## **APPENDIX "D"**

## **APPROVED PROJECT DATA**

## **APPENDIX "E"**

## **SYNCHRO PRINTOUTS**

## **APPENDIX "F"**

## **SITE PLAN**

12/01/2020 Revised: 02/24/2021 Revised: 06/22/2021 Revised: 07/11/2022

### **EXISTING DEVELOPMENT**

### **TABLE 1 - Daily Traffic Generation**

	ITE				Dir	Split		Inte	ernalization		Pass-	-by	
Landuse	Code	lı	ntensity	Rate/Equation	In	Out	Gross Trips	%	Total	External Trips	%	Trips	Net Trips
General Office (>5,000 SF GFA)	710	11,060	S.F.	Ln(T) = 0.97 Ln(X) + 2.50			125		0	125	10%	13	112
			Grand Totals:				125	0.0%	0	125	10%	13	112

### **TABLE 2 - AM Peak Hour Traffic Generation**

	ITE				Dir	Split	Gr	oss T	rips	Inte	ernali	zation		Ext	ernal	Trips	Pass	-by	N	let Tri	ps
Landuse	Code	lı	ntensity	Rate/Equation	In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
General Office (>5,000 SF GFA)	710	11,060	S.F.	Ln(T) = 0.94(X) + 26.49	0.86	0.14	32	5	37	0.0%	0	0	0	32	5	37	10%	4	29	4	33
			Grand Totals:				32	5	37	0.0%	0	0	0	32	5	37	11%	4	29	4	33

### **TABLE 3 - PM Peak Hour Traffic Generation**

	ITE				Dir	Split	Gr	oss T	rips	Inte	rnaliz	zation		Ext	ernal	Trips	Pass-	-by	1	let Tri	ps
Landuse	Code	lr	ntensity	Rate/Equation	In	Out	ln	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
General Office (>5,000 SF GFA)	710	11,060	S.F.	1.15	0.16	0.84	2	11	13	0.0%	0	0	0	2	11	13	10%	1	2	10	12
			Grand Totals:				2	11	13	0.0%	0	0	0	2	11	13	8%	1	2	10	12



12/01/2020 Revised: 02/24/2021 Revised: 06/22/2021 Revised: 07/11/2022

### PROPOSED DEVELOPMENT

**TABLE 4 - Daily Traffic Generation** 

	ITE				Dir	Split		Inte	rnalization		Pass-	by	
Landuse	Code	lı	ntensity	Rate/Equation	In	Out	Gross Trips	%	Total	External Trips	%	Trips	Net Trips
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	181	Dwelling Units	5.44			985	5.0%	49	936	0%	0	936
Small Office Building (≤5,000 SF GFA)	712	4,224	S.F.	16.19			68	25.0%	17	51	10%	5	46
Fast Food Rest. w/o DT	933	1,578	S.F.	346.23			546	25.0%	137	409	45%	184	225
			Grand Totals:				1,599	12.7%	203	1,396	14%	189	1,207

### TABLE 5 - AM Peak Hour Traffic Generation

	ITE				Dir	Split	Gr	oss T	rips	Inte	rnaliz	zation		Ext	ernal	Trips	Pass	-by	N	let Tri	ps
Landuse	Code	lı	ntensity	Rate/Equation	In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	181	Dwelling Units	0.36	0.26	0.74	17	48	65	5.0%	1	2	3	16	46	62	0%	0	16	46	62
Small Office Building (≤5,000 SF GFA)	712	4,224	S.F.	1.92	0.83	0.18	7	1	8	25.0%	2	0	2	5	1	6	10%	1	5	0	5
Fast Food Rest. w/o DT	933	1,578	S.F.	25.1	0.60	0.40	24	16	40	25.0%	6	4	10	18	12	30	45%	14	10	6	16
			Grand Totals:				48	65	113	13.3%	9	6	15	39	59	98	15%	15	31	52	83

#### **TABLE 6 - PM Peak Hour Traffic Generation**

	ITE				Dir	Split	Gr	oss T	rips	Inte	ernali	zation		Ext	ernal	Trips	Pass-	-by	1	let Tr	ips
Landuse	Code	lı	ntensity	Rate/Equation	In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	181	Dwelling Units	0.44	0.61	0.39	49	31	80	5.0%	2	2	4	47	29	76	0%	0	47	29	76
Small Office Building (≤5,000 SF GFA)	712	4,224	S.F.	2.45	0.32	0.68	3	7	10	25.0%	1	2	3	2	5	7	10%	1	2	4	6
Fast Food Rest. w/o DT	933	1,578	S.F.	28.34	0.50	0.50	23	22	45	25.0%	6	5	11	17	17	34	45%	15	9	10	19
			Grand Totals:				75	60	135	13.3%	9	9	18	66	51	117	14%	16	58	43	101

Notes:

Restaurant to primarily serve the residents.



12/01/2020

Revised: 02/24/2021 Revised: 06/22/2021 Revised: 07/11/2022

TABLE 7
TRAFFIC GENERATION DIFFERENCE

		AM	PEAK H	OUR	PM	PEAK H	OUR
	DAILY	TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING DEVELOPMENT =	112	33	29	4	12	2	10
PROPOSED DEVELOPMENT =	1,207	83	31	52	101	58	43
INCREASE =	1,095	50	2	48	89	56	33



N.T.S.

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Authorization No. 3452
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SITE

YACHT CLUB DR

5%

LIGHTHOUSE DR

(60%)

**LEGEND** 

PROJECT DISTRIBUTION

PROJECT DISTRIBUTION

200 YACHT CLUB DR.

20-112 BK 11-23-2020



**Legend** 

XX AM Peak Hour (XX) PM Peak Hour

XX ADT

Yacht Club Dr (60) 36 1256 51 (44) SITE (1) 1 (3) 3 140 (4) 5 2 (5)



12/01/2020 Revised: 02/24/2021 Revised: 06/22/2021 Revised: 07/11/2022

1.4%

TABLE 8
AREA WIDE GROWTH RATE CALCULATION

STATION	ROADWAY	FROM	то		2017 PEAK ASON DAILY TRAFFIC	2020 PEAK SEASON DAILY TRAFFIC	IND. (%)
2838*	US-1	PGA BOULEVARD	LIGHTHOUSE DRIVE		27,394	26,152	-1.53%
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD		27,611	31,217	4.18%
				Σ=	55,005	57,369	1.41%

* 2017 AADT's interpolated from Years 2016 and 2018 data since 2017 data was unavailable for Station 2838



AREA WIDE GROWTH RATE =

## **APPENDIX "A"**

## **INTERSECTION ANALYSES**

FOR PURPOSES OF PART 1 OF TEST 1

## CMA INTERSECTION ANALYSIS 200 YACHT CLUB US-1 AT YACHT CLUB DRIVE

### INPUT DATA

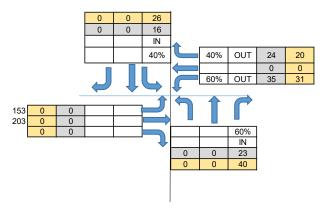
Comments:

Growth Rate = 1.4% Peak Season = 1.00 Current Year = 2019 Buildout Year = 2025

				AM Pe	ak Hou	<u>r</u>						
		INTER	RSECTION	ON VOL	UME DE	EVELOP	MENT					
l i	N	orthbour	nd	S	outhbou	nd	Е	astbour	ıd	We	estbound	i
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volume (2019)	6	852	29	26	755	13	3	0	0	55	0	25
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	1	74	3	2	66	1	0	0	0	5	0	2
1.0% Background Growth	0	52	2	2	46	1	0	0	0	3	0	2
Major Projects Traffic	0	35	0	0	59	0	0	0	0	0	0	0
Background Traffic Used	1	87	3	2	105	1	0	0	0	5	0	2
Project Traffic	0	0	23	16	0	0	0	0	0	35	0	24
Total	7	939	55	44	860	14	3	0	0	95	0	51
Approach Total		1,000			919			3			146	
			CRITIC	AL VOL	UME AN	IALYSIS	;					
No. of Lanes	1	3	<	1	3	<	1	1	<	>	1	1
Per Lane Volume	7	3:	28	44	28	88	3	(	0	0	95	51
Right on Red			0			0			0			60
Overlaps Left			0			0			0			44
Adj. Per Lane Volume	7	3:	28	44	28	88	3	-	0	0	95	0
Through/Right Volume		328			288			0			95	
Opposing Left Turns		44			7			95			3	
Critical Volume for Approach		372			295			95			98	
Critical Volume for Direction			37	72						98		
Intersection Critical Volume							170					
STATUS?						UN	IDER					

					ak Hou	_						
					UME DE							
	N	orthbour	nd	S	outhbou	nd	E	astbour	nd	We	estbound	1
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volume (2019)	35	1031	55	31	1091	19	11	0	20	44	0	30
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	3	90	5	3	95	2	1	0	2	4	0	3
1.0% Background Growth	2	63	3	2	67	1	1	0	1	3	0	2
Major Projects Traffic	0	93	0	0	79	0	0	0	0	0	0	0
Background Traffic Used	3	156	5	3	146	2	1	0	2	4	0	3
Project Traffic	0	0	40	26	0	0	0	0	0	31	0	20
Total	38	1187	100	60	1237	21	12	0	22	79	0	53
Approach Total		1,325			1,317			34			131	
			Criti	cal Volu	ıme Ana	lysis						
No. of Lanes	1	3	<	1	3	٧	1	1	<	>	1	1
Per Lane Volume	38	4:	26	60	4	16	12	2	22	0	79	53
Right on Red			0			0			0			60
Overlaps Left			0			0			0			60
Adj. Per Lane Volume	38	4:	26	60	4	16	12	2	22	0	79	0
Through/Right Volume		426			416			22			79	
Opposing Left Turns		60			38			79			12	
Critical Volume for Approach		485			454			101			91	
Critical Volume for Direction 485 101												
Intersection Critical Volume							586					
STATUS?						UN	IDER					

# DRIVEWAY TRIPS IN OUT AM 39 59 PM 66 51



206 318

File Name: US 1 & Yacht Club Drive

Site Code : 00000000 Start Date : 1/30/2019

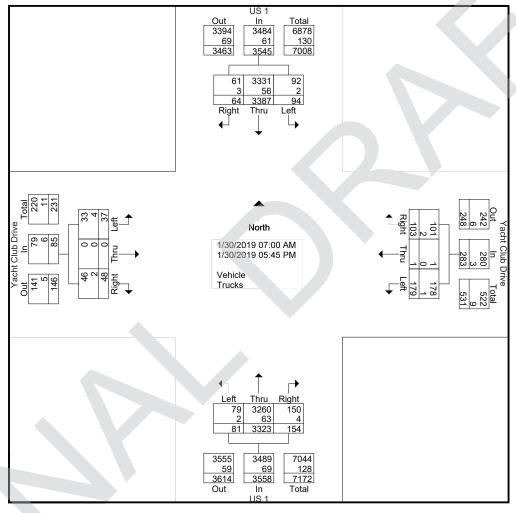
Page No : 1

**Groups Printed- Vehicle - Trucks** 

								G	Froups F	Printed- Ve	ehicle - T	rucks									
			US 1					US 1				Yacl	nt Club	Drive			Yacl	ht Club I	Drive		
		Sc	outhbou	nd			N	orthbou	nd			W	/estbou	nd			E	astbour	nd		
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	1	122	7	130	0	4	83	1	88	0	11	0	3	14	0	0	0	3	3	235
07:15 AM	0	1	132	3	136	0	6	117	3	126	0	6	0	5	11	0	2	0	5	7	280
07:30 AM	0	0	168	3	171	0	2	161	4	167	0	11	0	7	18	0	0	0	0	0	356
07:45 AM	0	2	195	5	202	0	6	191	9	206	0	13	0	7	20	0_	1	0	1	2	430
Total	0	4	617	18	639	0	18	552	17	587	0	41	0	22	63	0	3	0	9	12	1301
08:00 AM	0	4	218	0	222	0	0	215	4	219	0	16	0	5	21	0	0	0	0	0	462
08:15 AM	1	8	193	5	207	0	3	192	10	205	0	13	0	6	19	0	0	0	0	0	431
08:30 AM	0	6	161	4	171	0	2	205	9	216	0	17	0	5	22	0	0	0	0	0	409
08:45 AM	0	7	183	4	194	0	1_	240	6	247	0	9	0	9	18	0	3	0	0	3	462
Total	1	25	755	13	794	0	6	852	29	887	0	55	0	25	80	0	3	0	0	3	1764
*** BREAK ***																					
04:00 PM	2	6	220	2	230	2	3	228	19	252	0	8	0	9	17	0	11	0	9	20	519
04:15 PM	1	7	239	3	250	3	2	231	8	244	0	10	0	2	12	0	3	0	3	6	512
04:30 PM	1	9	207	5	222	4	3	221	17	245	0	7	1	11	19	0	3	0	5	8	494
04:45 PM	1	6	258	4	269	3	2	208	9_	222	0	14	0	4	18	0	3	0	2	5	514
Total	5	28	924	14	971	12	10	888	53	963	0	39	1	26	66	0	20	0	19	39	2039
05:00 PM	0	5	299	7	311	7	6	256	14	283	0	16	0	8	24	0	2	0	3	5	623
05:15 PM	0	7	287	9	303	1	10	281	16	308	0	15	0	8	23	0	5	0	4	9	643
05:30 PM	0	8	267	2	277	4	1	248	13	266	0	8	0	9	17	0	4	0	12	16	576
05:45 PM	3	8	238	1_	250	3_	3	246	12	264	0	5	0	5	10	0	0	0	1	1	525
Total	3	28	1091	19	1141	15	20	1031	55	1121	0	44	0	30	74	0	11	0	20	31	2367
Grand Total	9	85	3387	64	3545	27	54	3323	154	3558	0	179	1	103	283	0	37	0	48	85	7471
Apprch %	0.3	2.4	95.5	1.8		8.0	1.5	93.4	4.3		0	63.3	0.4	36.4		0	43.5	0	56.5		
Total %	0.1	1.1	45.3	0.9	47.5	0.4	0.7	44.5	2.1	47.6	0	2.4	0	1.4	3.8	0	0.5	0	0.6	1.1	
Vehicle	9	83	3331	61	3484	27	52	3260	150	3489	0	178	1	101	280	0	33	0	46	79	7332
% Vehicle	100	97.6	98.3	95.3	98.3	100	96.3	98.1	97.4	98.1	0	99.4	100	98.1	98.9	0	89.2	0	95.8	92.9	98.1
Trucks	0	2	56	3	61	0	2	63	4	69	0	1	0	2	3	0	4	0	2	6	139
% Trucks	0	2.4	1.7	4.7	1.7	0	3.7	1.9	2.6	1.9	0	0.6	0	1.9	1.1	0	10.8	0	4.2	7.1	1.9

File Name: US 1 & Yacht Club Drive

Site Code : 00000000 Start Date : 1/30/2019



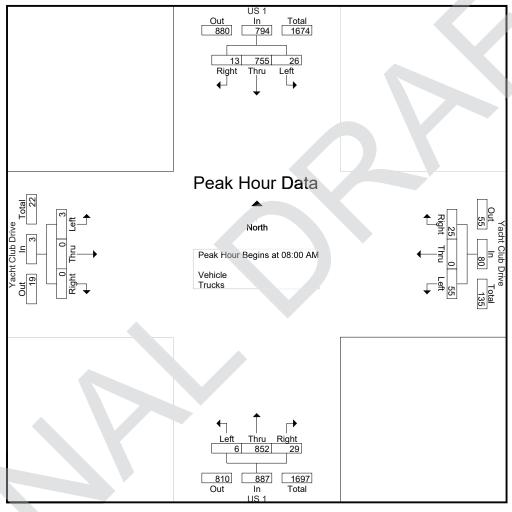
File Name: US 1 & Yacht Club Drive

Site Code : 00000000 Start Date : 1/30/2019

		S	US 1 outhbou	nd			N	US 1 orthbou	nd				ht Club I /estboui					ht Club astbour			
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analys	is From (	7:00 AM	to 08:45	AM - Pe	eak 1 of 1																
Peak Hour for Ent	ire Inters	ection Be	gins at 0	8:00 AM																	
08:00 AM	0	4	218	0	222	0	0	215	4	219	0	16	0	5	21	0	0	0	0	0	462
08:15 AM	1	8	193	5	207	0	3	192	10	205	0	13	0	6	19	0	0	0	0	0	431
08:30 AM	0	6	161	4	171	0	2	205	9	216	0	17	0	5	22	0	0	0	0	0	409
08:45 AM	0	7	183	4	194	0	1	240	6	247	0	9	0	9	18	0	3	0	0	3	462
Total Volume	1	25	755	13	794	0	6	852	29	887	0	55	0	25	80	0	3	0	0	3	1764
% App. Total	0.1	3.1	95.1	1.6		0	0.7	96.1	3.3		0	68.8	0	31.2		0	100	0	0		
PHF	.250	.781	.866	.650	.894	.000	.500	.888	.725	.898	.000	.809	.000	.694	.909	.000	.250	.000	.000	.250	.955

File Name: US 1 & Yacht Club Drive

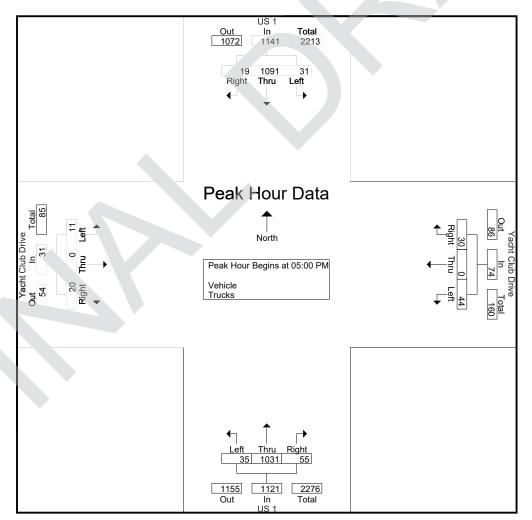
Site Code : 00000000 Start Date : 1/30/2019



File Name: US 1 & Yacht Club Drive

Site Code : 00000000 Start Date : 1/30/2019

		So	US 1	ınd			N	US 1 orthbou	ınd				nt Club I estbou					ht Club l astbour			
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analys	is From 0	4:00 PM	to 05:45	PM - Pe	eak 1 of 1																
Peak Hour for Ent	ire Interse	ection Be	gins at 0	5:00 PM																	
05:00 PM	0	5	299	7	311	7	6	256	14	283	0	16	0	8	24	0	2	0	3	5	623
05:15 PM	0	7	287	9	303	1	10	281	16	308	0	15	0	8	23	0	5	0	4	9	643
05:30 PM	0	8	267	2	277	4	1	248	13	266	0	8	0	9	17	0	4	0	12	16	576
05:45 PM	3	8	238	1	250	3	3	246	12	264	0_	5	0	5	10	0	0	0	1	1	525
Total Volume	3	28	1091	19	1141	15	20	1031	55	1121	0	44	0	30	74	0	11	0	20	31	2367
Mapp. Total	0.3	2.5	95.6	1.7		1.3	1.8	92	4.9		0	59.5	0	40.5		0	35.5	0	64.5		
PHF	.250	.875	.912	.528	.917	.536	.500	.917	.859	.910	.000	.688	.000	.833	.771	.000	.550	.000	.417	.484	.920



### **CMA INTERSECTION ANALYSIS** 200 YACHT CLUB

### **US-1 AT LIGHTHOUSE DRIVE**

### **INPUT DATA**

Comments:

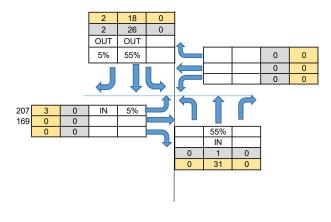
Growth Rate = 1.4%

Peak Season = 1.02 Current Year = 2018 Buildout Year = 2025

				AM Pe	ak Hou	<u>r</u>						
_		INTER	RSECTIO	ON VOL	UME DE	VELOP	MENT					
	N	orthbour	nd	S	outhbou	nd	E	astboun	d	We	estbound	t
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volume (2018)	102	834	33	30	737	32	63	16	66	49	15	11
Peak Season Adjustment	2	17	1	1	15	1	1	0	1	1	0	0
Background Traffic Growth	11	87	3	3	77	3	7	2	7	5	2	1
1.0% Background Growth	8	61	2	2	54	2	5	1	5	4	1	1
Major Projects Traffic	1	7	0	0	14	0	0	0	1	0	0	0
Background Traffic Used	11	87	3	3	77	3	7	2	7	5	2	1
Project Traffic	0	1	0	0	26	2	0	0	0	0	0	0
Total	115	939	37	34	855	38	71	18	74	55	17	12
Approach Total	h Total 1,090							163			84	
			CRITIC	AL VOL	UME AN	IALYSIS	;					
No. of Lanes	1	3	<	1	3	<	1	1	<	1	1	<
Per Lane Volume	115	33	22	34	29	94	71	8	2	55	1	19
Right on Red			0			0			0			0
Overlaps Left			0			0			0			0
Adj. Per Lane Volume	115	32	22	34	29	94	71	8	2	55	1	19
Through/Right Volume		322			294			82			19	
Opposing Left Turns		34			115			55			71	
Critical Volume for Approach		356			409			137			90	
Critical Volume for Direction			40	9						137		
Intersection Critical Volume							546					
STATUS?						UN	IDER					

					ak Hou	_						
l .			RSECTION									
		orthbour			outhbou		_	astbour	_		estbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volume (2018)	119	690	18	45	806	36	49	26	79	51	15	11
Peak Season Adjustment	2	14	0	1	16	1	1	1	2	1	0	0
Background Traffic Growth	12	72	2	5	84	4	5	3	8	5	2	1
1.0% Background Growth	9	51	1	3	59	3	4	2	6	4	1	1
Major Projects Traffic	5	43	0	0	39	0	0	0	4	0	0	0
Background Traffic Used	14	94	2	5	98	4	5	3	10	5	2	1
Project Traffic	0	31	0	0	18	2	3	0	0	0	0	0
Total	135	829	20	51	938	42	58	29	90	57	17	12
Approach Total		984			1,031			178			87	
			Criti	cal Volu	ıme Ana	lysis						
No. of Lanes	1	3	<	1	3	٧	1	1	<b>&gt;</b>	1	1	<
Per Lane Volume	135	28	30	51	32	24	58	1	10	57	1	9
Right on Red			0			0			0			0
Overlaps Left			0			0			0			0
Adj. Per Lane Volume	135	28	80	51	32	24	58	1	10	57	1	9
Through/Right Volume		280			324			110			19	
Opposing Left Turns		51			135			57			58	
Critical Volume for Approach		330			459			167	ĺ		77	
Critical Volume for Direction			45	9						167		
Intersection Critical Volume						-	626					
TATUS? UNDER												

	TRIPS	
	IN	OUT
AM	2	48
PM	56	33



203 234

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## **APPENDIX "B"**

## **LINK ANALYSIS**

FOR PURPOSES OF PART 2 OF TEST 1

12/01/2020 Revised: 02/24/2021 Revised: 06/22/2021 Revised: 07/11/2022

# TABLE 9 TEST 1 - PROJECT SIGNIFICANCE CALCULATION AM PEAK HOUR

2025 BUILD OUT 1 MILE RADIUS

TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) =

TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) =

2

TOTAL AI	W PEAK HOUR PROJECT TRIPS (EXITING) =	40								
				А	M PEAK HOU	₹				
					DIRECTIONAL				TOTAL	
				PROJECT	PROJECT	EXISTING		LOS D	PROJECT	PROJECT
STATION	N ROADWAY	FROM	то	DISTRIBUTION	TRIPS	LANES	CLASS	STANDARD	IMPACT	SIGNIFICANT
2838	US-1	PGA BOULEVARD	SITE	40%	19	4D	1	1960	0.97%	NO
2838	US-1	SITE	LIGHTHOUSE DRIVE	60%	29	4D	1	1960	1.48%	YES
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	55%	26	6D	II	2680	0.97%	NO
					_	_				
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US-1	5%	2	2	11	810	0.25%	NO



12/01/2020 Revised: 02/24/2021 Revised: 06/22/2021 Revised: 07/11/2022

### TABLE 10 TEST 1 - PROJECT SIGNIFICANCE CALCULATION PM PEAK HOUR

2025 BUILD OUT 1 MILE RADIUS

TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) =

56 TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 33

TOTAL FIN	FEAR HOUR FROJECT TRIFS (EXITING) -	JJ								
					M PEAK HOUF	₹			TOTAL	
					DIRECTIONAL				TOTAL	
				PROJECT	PROJECT	EXISTING		LOS D	PROJECT	PROJECT
STATION	ROADWAY	FROM	то	DISTRIBUTION	TRIPS	LANES	CLASS	STANDARD	IMPACT	SIGNIFICANT
2838	US-1	PGA BOULEVARD	SITE	40%	22	4D	1	1960	1.12%	YES
2838	US-1	SITE	LIGHTHOUSE DRIVE	60%	34	4D	1	1960	1.73%	YES
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	55%	31	6D	II	2680	1.16%	YES
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US-1	5%	3	2	II	810	0.37%	NO



12/01/2020 Revised: 02/24/2021 Revised: 06/22/2021 Revised: 07/11/2022

#### **TABLE 11** TEST 1 LINK ANALYSIS AM PEAK HOUR

2025 BUILD OUT

BACKGROUND GROWTH RATE =

NET AM PEAK HOUR PROJECT TRIPS (ENTERING) =

NET AM PEAK HOUR PROJECT TRIPS (EXITING) = 1.40% 2 48

NE I AW	PEAK HOUR PROJEC	JI IRIPS (EXITING) =	48													
					2020	Α	M PEAK HOU	R								
					PEAK		DIRECTIONAL	_			TOTAL	2025				MEETS
					HOUR	PROJECT	PROJECT	MAJOR	1.0%	BACKGROUND	BACKGROUND	TOTAL	ASSURED			LOS
	ROADWAY	FROM	то	DIRECTION	TRAFFIC	DISTRIBUTION	TRIPS	PROJECT	GROWTH	GROWTH	TRAFFIC	TRAFFIC	LANES	CLASS	LOS E	STD.
2020	US-1	PGA BOULEVARD	SITE	NB	907	40%	19	35	46	65	81	1007	4D	1	1,960	YES
2000	00-1	I OA BOOLLVARD	SIL	SB	964	40%	1	59	49	69	108	1073	4D	1	1,960	YES
2838	US-1	SITE	LIGHTHOUSE DRIVE	NB	907	60%	1	35	46	65	81	989	4D	1	1,960	YES
2030	03-1	SITE	LIGITITIO03E DRIVE	SB	964	60%	29	59	49	69	108	1101	4D	1	1,960	YES
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	NB	1355	55%	1	37	69	98	106	1462	6D	II	2,680	YES
2032	03-1	LIGITITIOUSE DRIVE	NORTHLAKE BOOLEVARD	SB	1129	55%	26	39	58	81	97	1252	6D	II	2,680	YES



12/01/2020 Revised: 02/24/2021 Revised: 06/22/2021

2,680

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YES

## TABLE 12 TEST 1 LINK ANALYSIS PM PEAK HOUR

2025 BUILD OUT

BACKGROUND GROWTH RATE = 1.40%

NET PM PEAK HOUR PROJECT TRIPS (ENTERING) = 56

NET PM PEAK HOUR PROJECT TRIPS (EXITING) = 33

2020 PM PEAK HOUR TOTAL PEAK DIRECTIONAL 2025 MEETS HOUR **PROJECT** PROJECT MAJOR 1.0% BACKGROUND BACKGROUND TOTAL ASSURED LOS ROADWAY FROM то DIRECTION TRAFFIC DISTRIBUTION TRIPS PROJECT GROWTH GROWTH TRAFFIC TRAFFIC LANES CLASS LOS E STD. NB 1120 40% 13 93 57 81 150 1283 4D 1,960 YES US-1 PGA BOULEVARD SITE 2838 SB 1132 40% 22 79 81 137 1291 4D 1.960 YES 58 60% 34 93 150 1304 4D 1,960 YES NB 1120 57 81 2838 US-1 SITE LIGHTHOUSE DRIVE 20 SB 1132 60% 79 58 81 137 1289 4D 1,960 YES YES NB 1344 55% 31 96 69 97 165 1540 6D 2,680 ш 2832 US-1 LIGHTHOUSE DRIVE NORTHLAKE BOULEVARD

55%

18

92

75

105

167

1649

6D

SB

1464



## **APPENDIX "C"**

## **TEST 2 ANALYSIS**

12/01/2020 Revised: 02/24/2021 Revised: 06/22/2021 Revised: 07/11/2022

### TABLE 13 TEST 2 - PROJECT SIGNIFICANCE CALCULATION **AM PEAK HOUR**

**FIVE YEAR ANALYSIS** 1 MILE RADIUS

TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) =

TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) =

TOTAL AN	PEAK HOUR PROJECT TRIPS (EXITING) =	48								
				Α	M PEAK HOU	र				
				1	DIRECTIONAL				TOTAL	
				PROJECT	PROJECT	EXISTING		LOS E	PROJECT	PROJECT
STATION	ROADWAY	FROM	то	DISTRIBUTION	TRIPS	LANES	CLASS	STANDARD	IMPACT	SIGNIFICANT
2838	US-1	PGA BOULEVARD	SITE	40%	19	4D	1	1960	0.97%	NO
2838	US-1	SITE	LIGHTHOUSE DRIVE	60%	29	4D	1	1960	1.48%	NO
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	55%	26	6D	II	2830	0.92%	NO
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US-1	5%	2	2	II	860	0.23%	NO



12/01/2020 Revised: 02/24/2021 Revised: 06/22/2021 Revised: 07/11/2022

### TABLE 14 TEST 2 - PROJECT SIGNIFICANCE CALCULATION PM PEAK HOUR

**FIVE YEAR ANALYSIS** 1 MILE RADIUS

TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) =

TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) =

56 33

TOTALTIM	TEARTIOURT ROSECT TRIF (EXITING) =	33								
				P	M PEAK HOUF	₹				
				l l	DIRECTIONAL				TOTAL	
				PROJECT	PROJECT	EXISTING		LOS E	PROJECT	PROJECT
STATION	ROADWAY	FROM	то	DISTRIBUTION	TRIPS	LANES	CLASS	STANDARD	IMPACT	SIGNIFICANT
2838	US-1	PGA BOULEVARD	SITE	40%	22	4D	1	1960	1.12%	NO
2838	US-1	SITE	LIGHTHOUSE DRIVE	60%	34	4D	1	1960	1.73%	NO
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	55%	31	6D	II	2830	1.10%	NO
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US-1	5%	3	2	II	860	0.35%	NO



## **APPENDIX "D"**

## **APPROVED PROJECT DATA**

#### Α C D E F G H I J 0

Input Data

E-W Street: Lighthouse Dr N-S STREET: Federal Hwy

TIME PERIOD: AM GROWTH RATE: 2.08% SIGNAL ID: 16700

COUNT DATE: 4/24/2018 CURRENT YEAR: 2018

Report Created 11/20/2020

Report Created

11/20/2020

ANALYSIS YEAR: 2025

PSF: 1.02

Intersection Volume Development

	E	astbou	ınd	W	Westbound		No	orthbo	und		Southbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	63	16	66	49	15	11	102	834	33	30	737	32		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	64	16	67	50	15	11	104	851	34	31	752	33		
Committed Developments													Type % Complete	
Northlake Promenade	0	0	1	0	0	0	1	3	0	0	5	0	NR 479	%
Stewart Toyota Expansion	0	0	0	0	0	0	0	4	0	0	9	0	NR 629	%
Total Committed Developments	0	0	1	0	0	0	1	7	0	0	14	0		
Total Committed Residential	0	0	0	0	0	0	0	0	0	0	0	0		
Total Committed Non-Residential	0	0	1	0	0	0	1	7	0	0	14	0		
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0	0		
Total Discounted Committed	0	0	1	0	0	0	1	7	0	0	14	0		
Historical Growth	10	2	10	8	2	2	16	132	5	5	117	5		
Comm Dev+1% Growth	5	1	6	4	1	1	9	68	2	2	68	2		
Growth Volume Used	10	2	10	8	2	2	16	132	5	5	117	5		
Total Volume	74	18	77	58	17	13	120	983	39	36	869	38		

### Input Data

E-W Street: Lighthouse Dr N-S STREET: Federal Hwy TIME PERIOD: PM GROWTH RATE: 2.08%

SIGNAL ID: 16700

COUNT DATE: 4/24/2018 CURRENT YEAR: 2018

ANALYSIS YEAR: 2025 PSF: 1.02

Intersection	Volume	Development

	Е	astbou	ınd	Westbound			Northbound			Southbound					
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right			
Existing Volume	49	26	79	51	15	11	119	690	18	45	806	36			
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
Peak Season Volume	50	27	81	52	15	11	121	704	18	46	822	37			
Committed Developments													Type	% Complete	
Northlake Promenade	0	0	4	0	0	0	5	34	0	0	31	0	NR	47	%
Stewart Toyota Expansion	0	0	0	0	0	0	0	9	0	0	8	0	NR	62	%
Total Committed Developments	0	0	4	0	0	0	5	43	0	0	39	0			
Total Committed Residential	0	0	0	0	0	0	0	0	0	0	0	0			
Total Committed Non-Residential	0	0	4	0	0	0	5	43	0	0	39	0			
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0	0			
Total Discounted Committed	0	0	4	0	0	0	5	43	0	0	39	0			
Historical Growth	8	4	13	8	2	2	19	109	3	7	127	6			
Comm Dev+1% Growth	4	2	10	4	1	1	14	94	1	3	98	3			
Growth Volume Used	8	4	13	8	2	2	19	109	3	7	127	6			
Total Volume	58	31	94	60	17	13	140	813	21	53	949	43			

#### ROAD NAME: Federal Hwy STATION: 2838 Report Created **CURRENT YEAR: 2020** FROM: MIDPOINT 11/20/2020 **ANALYSIS YEAR: 2025** TO: Burns Rd **GROWTH RATE: 0%** COUNT DATE: 2/11/2020 PSF: 1 Link Analysis Time Period AM PM Direction 2-way NB/EB SB/WB 2-way NB/EB SB/WB **Existing Volume** Peak Volume Diversion(%) Volume after Diversion **Committed Developments** Type % Complete Parcel 34.01 A NR 100% Life Time Fitness at Downtown at the Gardens NR 93% 100% Northlake Square East NR Northlake Promenade NR 47% **Stewart Toyota Expansion** NR 70% North Palm Beach Water Club 65% Res **Briger East** NR 35% Aqualina Res 0% Lenox North Beach Res 0% **Total Committed Developments Total Committed Residential Total Committed Non-Residential Double Count Reduction Total Discounted Committed Developments Historical Growth** Comm Dev+1% Growth **Growth Volume Used Total Volume** Lanes 4LD LOS D Capacity Link Meets Test 1? YES YES YES YES YES YES LOS E Capacity Link Meets Test 2? YES YES YES YES YES YES

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### Input Data

ROAD NAME: Federal Hwy **CURRENT YEAR: 2020** 

ANALYSIS YEAR: 2025

STATION: 2838 FROM: MIDPOINT TO: Pga Blvd

Report Created 11/20/2020

GROWTH RATE: 0%

COUNT DATE: 2/11/2020

PSF: 1

### Link Analysis

	- <b>/</b>								
Time Period		AM			PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB			
Existing Volume	1861	907	964	2252	1120	1132			
Peak Volume	1861	907	964	2252	1120	1132			
Diversion(%)	0	0	0	0	0	0			
Volume after Diversion	1861	907	964	2252	1120	1132			

Committed Developments							Туре	% Complete
Parcel 34.01 A	0	0	0	0	0	0	NR	100%
Life Time Fitness at Downtown at the								
Gardens	2	2	0	5	2	3	NR	93%
Northlake Square East	0	0	0	0	0	0	NR	100%
Northlake Promenade	8	3	5	65	34	31	NR	47%
Stewart Toyota Expansion	8	2	5	10	5	5	NR	70%
North Palm Beach Water Club	25	14	12	38	22	16	Res	65%
Briger East	12	8	3	13	4	9	NR	35%
Aqualina	6	1	5	8	5	3	Res	0%
Lenox North Beach	38	8	30	47	30	16	Res	0%
Total Committed Developments	99	38	60	186	102	83		
Total Committed Residential	69	23	47	93	57	35		
Total Committed Non-Residential	30	15	13	93	45	48		
Double Count Reduction	6	3	3	19	9	9		
<b>Total Discounted Committed Developments</b>	93	35	57	167	93	74		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	188	81	106	282	150	132		
Growth Volume Used	188	81	106	282	150	132		
Total Volume	2049	988	1070	2534	1270	1264		

Lanes	4LD									
LOS D Capacity	3220	1960	1960	3220	1960	1960				
Link Meets Test 1?	YES	YES	YES	YES	YES	YES				
LOS E Capacity	3400	1960	1960	3400	1960	1960				
Link Meets Test 2?	YES	YES	YES	YES	YES	YES				

ROAD NAME: CURRENT YEAR: ANALYSIS YEAR: GROWTH RATE:	2020 2025	FROM: Northlake Blvd TO: Midpoint					Report Created 11/20/2020		
GNOW III IV (12.	4.1070		COON						
		Link Ana	alysis						
Time Period		AM	•		PM				
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB			
Existing Volume	2474	1355	1129	2805	1344	1464	1		
Peak Volume	2474	1355	1129	2805	1344	1464	1		
Diversion(%)	0	0	0	0	0	0	1		
Volume after Diversion	2474	1355	1129	2805	1344	1464	1		
							_		
Committed Developments					_	_		% Complete	
Parcel 34.01 A	0	0	0	0	0	0	NR	100%	
Northlake Square East	0	0	0	0	0	0	NR	100%	
Northlake Promenade	13	5	8	108	56	52	NR	47%	
Stewart Toyota Expansion	13	4	9	17	9	8	NR	70%	
Dairy Queen	0	0	0	0	0	0	NR	100%	
Palm Beach Commons Memory Care	28	16	13	30	16	14	NR	0%	
NPB 7-Eleven	9	5	5	12	6	6	NR	0%	
Nautilus 211	15	10	5	28	12	16	Res	25%	
Total Committed Developments	78	40	40	195	99	96			
Total Committed Residential	15	10	5 25	28	12	16			
Total Committed Non-Residential	63	30	35	167	87	80			
Double Count Reduction	4	3	1	7	3	4			
Total Discounted Committed Developments	74	37	39	188	96	92			
Historical Growth	562	308	256	637	305	332			
Comm Dev+1% Growth	200	106	97	331	165	167			
Growth Volume Used	562	308	256	637	305	332			
Total Volume	3036	1663	1385	3442	1649	1796			
Lanes			6	LD			1		
LOS D Capacity	4880	2680	2680	4880	2680	2680	J		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES			
LOS E Capacity	5150	2830	2830	5150	2830	2830			
Link Meets Test 2?	YES	YES	YES	YES	YES	YES			

Input Data

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B C D E F G H I

### Input Data

ROAD NAME: Federal Hwy CURRENT YEAR: 2020 STATION: 2832 FROM: Midpoint TO: Lighthouse Dr Report Created 11/20/2020

ANALYSIS YEAR: 2025 GROWTH RATE: 4.18%

COUNT DATE: 2/25/2020

PSF: 1

### Link Analysis

Time Period		AM	, cp ////p		PM	65 /145		
Direction	2-way	NB/EB	SB/WB		NB/EB	SB/WB		
Existing Volume	2474	1355	1129	2805	1344	1464		
Peak Volume	2474	1355	1129	2805	1344	1464		
Diversion(%)	0	0	0	0	0	0		
Volume after Diversion	2474	1355	1129	2805	1344	1464		
							_	
Committed Developments					_			% Complete
Parcel 34.01 A	0	0	0	0	0	0	NR	100%
Northlake Square East	0	0	0	0	0	0	NR	100%
Northlake Promenade	13	5	8	108	56	52	NR	47%
Stewart Toyota Expansion	13	4	9	17	9	8	NR	70%
Dairy Queen	0	0	0	0	0	0	NR	100%
Palm Beach Commons Memory Care	28	16	13	30	16	14	NR	0%
NPB 7-Eleven	9	5	5	12	6	6	NR	0%
Nautilus 211	15	10	5	28	12	16	Res	25%
Total Committed Developments	78	40	40	195	99	96		
Total Committed Residential	15	10	5	28	12	16		
Total Committed Non-Residential	63	30	35	167	87	80		
Double Count Reduction	4	3	1	7	3	4		
Total Discounted Committed Developments	74	37	39	188	96	92		
Historical Growth	562	308	256	637	305	332		
Comm Dev+1% Growth	200	106	97	331	165	167		
Growth Volume Used	562	308	256	637	305	332		
Total Volume	3036	1663	1385	3442	1649	1796		
				• • • •				
Lanes			6	LD			1	
LOS D Capacity	4880	2680	2680	4880	2680	2680		
Link Meets Test 1?	YES	YES	YES	YES	YES	YES		
LOS E Capacity	5150	2830	2830	5150	2830	2830		
Link Meets Test 2?	YES	YES	YES	YES	YES	YES		

# **APPENDIX "E"**

# **SYNCHRO PRINTOUTS**

	•	•	•	•	1	Ť	-	<b>↓</b>	
Lane Group	EBL	WBL	WBT	WBR	NBL	NBT	SBL	SBT	
Lane Configurations	*		ર્ન	7	7	<b>↑</b> ↑	7	<b>↑</b> ↑	
Traffic Volume (vph)	3	95	0	51	7	939	44	860	
Future Volume (vph)	3	95	0	51	7	939	44	860	
Turn Type	Perm	Perm	NA	Perm	pm+pt	NA	pm+pt	NA	
Protected Phases			4		1	6	5	2	
Permitted Phases	8	4		4	6		2		
Detector Phase	8	4	4	4	1	6	5	2	
Switch Phase									
Minimum Initial (s)	6.0	6.0	6.0	6.0	4.0	20.0	4.0	20.0	
Minimum Split (s)	13.0	13.0	13.0	13.0	11.5	26.5	11.5	26.5	
Total Split (s)	50.0	50.0	50.0	50.0	18.0	62.0	18.0	62.0	
Total Split (%)	38.5%	38.5%	38.5%	38.5%	13.8%	47.7%	13.8%	47.7%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.5	4.5	4.5	4.5	
All-Red Time (s)	3.0	3.0	3.0	3.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0		0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	7.0		7.0	7.0	6.5	6.5	6.5	6.5	
Lead/Lag					Lead	Lag	Lead	Lag	
Lead-Lag Optimize?					Yes	Yes	Yes	Yes	
Recall Mode	None	None	None	None	None	C-Max	None	C-Max	
Act Effct Green (s)	14.6		14.6	14.6	96.0	91.5	100.9	99.4	
Actuated g/C Ratio	0.11		0.11	0.11	0.74	0.70	0.78	0.76	
v/c Ratio	0.02		0.63	0.21	0.02	0.29	0.11	0.24	
Control Delay	48.0		71.8	5.4	4.4	8.3	4.5	5.4	
Queue Delay	0.0		0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	48.0		71.8	5.4	4.4	8.3	4.5	5.4	
LOS	D		Е	Α	Α	Α	Α	Α	
Approach Delay			48.5			8.2		5.3	
Approach LOS			D			Α		Α	

### Intersection Summary

Cycle Length: 130 Actuated Cycle Length: 130

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 55

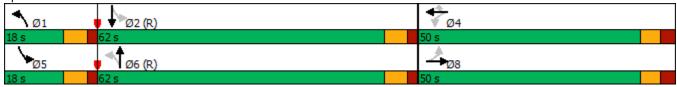
Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.63

Intersection Signal Delay: 9.9 Intersection LOS: A Intersection Capacity Utilization 51.3% ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 3: Yacht Club Dr & US-1



07/11/2022 Synchro 10 Light Report
Timing Plan: AM Peak Page 1

	۶	<b>→</b>	•	•	<b>←</b>	•	4	<b>†</b>	~	-	ţ	4
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	ሻ	<b>₽</b>			र्स	7	ሻ	<del>ተ</del> ተጮ		ሻ	<b>↑</b> ↑₽	
Traffic Volume (veh/h)	3	0	0	95	0	51	7	939	55	44	860	14
Future Volume (veh/h)	3	0	0	95	0	51	7	939	55	44	860	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	10-0	No	10=0	40=0	No	10-0	40=0	No	10=0	10=0	No	40=0
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	3	0	-8	100	0	-6	7	988	47	46	905	4
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	0	0	524	176	0	135	499	3676	175	465	3956	17
Arrive On Green	0.09	0.00	0.00	0.09	0.00	0.00	0.01	0.74	0.74	0.02	0.75	0.75
Sat Flow, veh/h	1418	1870	0	1418	0	1585	1781	4994	237	1781	5247	23
Grp Volume(v), veh/h	3	-8	-8	100	0	-6	7	673	362	46	587	322
Grp Sat Flow(s),veh/h/ln	1418	1870	1585	1418	0	1585	1781	1702	1828	1781	1702	1866
Q Serve(g_s), s	0.0	0.0	0.0	9.0	0.0	0.0	0.1	8.5	8.5	0.8	6.7	6.7
Cycle Q Clear(g_c), s	0.0	0.0	0.0	9.0	0.0	0.0	0.1	8.5	8.5	0.8	6.7	6.7
Prop In Lane	1.00	^	0.00	1.00	0	1.00	1.00	٥٥٥٥	0.13	1.00	0507	0.01
Lane Grp Cap(c), veh/h	0	0	0	176	0.00	135	499	2505	1345	465	2567	1407
V/C Ratio(X)	0.00	0.00	0.00	0.57 524		-0.04 524	0.01 644	0.27	0.27	0.10	0.23	0.23
Avail Cap(c_a), veh/h HCM Platoon Ratio	1.00	0 1.00	1.00	1.00	0 1.00	1.00	1.00	2505 1.00	1345 1.00	579 1.00	2567 1.00	1407 1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	0.00	0.00	58.5	0.00	0.00	4.4	5.6	5.7	4.1	4.8	4.8
Incr Delay (d2), s/veh	0.0	0.0	0.0	2.9	0.0	0.0	0.0	0.3	0.5	0.1	0.2	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.0	0.0	0.0	6.1	0.0	0.0	0.0	5.2	5.7	0.5	4.0	4.5
Unsig. Movement Delay, s/veh		0.0	0.0	0.1	0.0	0.0	0.1	0.2	0.1	0.0	+.∪	4.5
LnGrp Delay(d),s/veh	0.0	0.0	0.0	61.4	0.0	0.0	4.4	5.9	6.1	4.2	5.0	5.1
LnGrp LOS	A	A	A	E	A	A	A	A	A	A	A	A
Approach Vol, veh/h		-13			94		, ,	1042	- ' '	, ,	955	- 1
Approach Delay, s/veh		0.0			65.3			6.0			5.0	
Approach LOS		A			E			A			A	
	1			1		6					,,	
Timer - Assigned Phs	7.4	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.4	104.5		18.1	9.7	102.2		18.1				
Change Period (Y+Rc), s	6.5	6.5		7.0	6.5	6.5		7.0				
Max Green Setting (Gmax), s	11.5 2.1	55.5		43.0	11.5 2.8	55.5 10.5		43.0 2.0				
Max Q Clear Time (g_c+l1), s		8.7		11.0	0.0							
Green Ext Time (p_c), s	0.0	7.3		0.5	0.0	8.8		0.0				
Intersection Summary												
HCM 6th Ctrl Delay			8.2									
HCM 6th LOS			Α									

07/11/2022 Synchro 10 Light Report
Timing Plan: AM Peak Page 2

### 3: Yacht Club Dr & US-1

	•	-	•	•	•	4	<b>†</b>	-	<b>↓</b>	
Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT	
Lane Configurations	ሻ	₽		4	7	ሻ	<b>↑</b> ↑₽	ሻ	ተተኈ	
Traffic Volume (vph)	12	0	79	0	53	38	1187	60	1237	
Future Volume (vph)	12	0	79	0	53	38	1187	60	1237	
Turn Type	Perm	NA	Perm	NA	Perm	pm+pt	NA	pm+pt	NA	
Protected Phases		8		4		1	6	5	2	
Permitted Phases	8		4		4	6		2		
Detector Phase	8	8	4	4	4	1	6	5	2	
Switch Phase										
Minimum Initial (s)	6.0	6.0	6.0	6.0	6.0	4.0	20.0	4.0	20.0	
Minimum Split (s)	13.0	13.0	13.0	13.0	13.0	11.5	26.5	11.5	26.5	
Total Split (s)	39.0	39.0	39.0	39.0	39.0	25.0	76.0	25.0	76.0	
Total Split (%)	27.9%	27.9%	27.9%	27.9%	27.9%	17.9%	54.3%	17.9%	54.3%	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.5	4.5	4.5	4.5	
All-Red Time (s)	3.0	3.0	3.0	3.0	3.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	7.0	7.0		7.0	7.0	6.5	6.5	6.5	6.5	
Lead/Lag						Lead	Lag	Lead	Lag	
Lead-Lag Optimize?						Yes	Yes	Yes	Yes	
Recall Mode	None	None	None	None	None	None	C-Max	None	C-Max	
Act Effct Green (s)	13.8	13.8		13.8	13.8	107.1	102.1	107.9	102.5	
Actuated g/C Ratio	0.10	0.10		0.10	0.10	0.76	0.73	0.77	0.73	
v/c Ratio	0.10	0.06		0.61	0.25	0.12	0.37	0.20	0.36	
Control Delay	56.5	0.3		78.6	7.7	4.4	8.1	4.9	7.9	
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	56.5	0.3		78.6	7.7	4.4	8.1	4.9	7.9	
LOS	Е	Α		Е	Α	Α	Α	Α	Α	
Approach Delay		20.6		50.0			8.0		7.8	
Approach LOS		С		D			Α		Α	

### Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 140

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 55

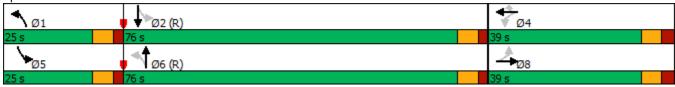
Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.61

Intersection Signal Delay: 10.0 Intersection LOS: B
Intersection Capacity Utilization 56.2% ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 3: Yacht Club Dr & US-1



07/11/2022 Synchro 10 Light Report
Timing Plan: PM Peak Page 1

	۶	<b>→</b>	•	•	<b>—</b>	•	•	<b>†</b>	~	-	ţ	1
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	ሻ	₽			र्स	7	ሻ	<del>ተ</del> ተጮ		ሻ	<b>↑</b> ↑₽	
Traffic Volume (veh/h)	12	0	22	79	0	53	38	1187	100	60	1237	21
Future Volume (veh/h)	12	0	22	79	0	53	38	1187	100	60	1237	21
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	4070	No	4070	4070	No	4070	4070	No	4070	4070	No	4070
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	13	0	12	83	0	9	40	1249	94	63	1302	11
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2004	2
Cap, veh/h	84	0	139	165	0	139	369	3601	271	364	3901	33
Arrive On Green	0.09	0.00	0.09	0.09	0.00	0.09	0.02	0.74	0.74	0.03	0.75	0.75
Sat Flow, veh/h	1406	0	1585	1292	0	1585	1781	4844	365	1781	5222	44
Grp Volume(v), veh/h	13	0	12	83	0	9	40	878	465	63	849	464
Grp Sat Flow(s),veh/h/ln	1406	0	1585	1292	0	1585	1781	1702	1805	1781	1702	1862
Q Serve(g_s), s	1.3	0.0	1.0	8.1	0.0	0.7	0.8	12.5	12.5	1.2	11.8	11.8
Cycle Q Clear(g_c), s	10.3	0.0	1.0 1.00	9.1 1.00	0.0	0.7 1.00	0.8 1.00	12.5	12.5	1.2	11.8	11.8 0.02
Prop In Lane	1.00 84	0	139	165	0	139	369	2531	0.20 1342	1.00 364	2543	1391
Lane Grp Cap(c), veh/h V/C Ratio(X)	0.16	0.00	0.09	0.50	0.00	0.06	0.11	0.35	0.35	0.17	0.33	0.33
Avail Cap(c_a), veh/h	282	0.00	362	362	0.00	362	564	2531	1342	553	2543	1391
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	67.4	0.00	58.7	62.9	0.00	58.6	4.4	6.2	6.2	4.5	6.0	6.0
Incr Delay (d2), s/veh	0.9	0.0	0.3	2.4	0.0	0.2	0.1	0.4	0.2	0.2	0.4	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.9	0.0	0.7	5.4	0.0	0.5	0.5	7.7	8.3	0.7	7.3	8.1
Unsig. Movement Delay, s/veh		0.0	0.1	0.1	0.0	0.0	0.0	• • •	0.0	0.1	7.0	0.1
LnGrp Delay(d),s/veh	68.3	0.0	59.0	65.2	0.0	58.8	4.6	6.6	6.9	4.7	6.3	6.6
LnGrp LOS	E	A	E	E	A	E	A	A	A	Α	A	A
Approach Vol, veh/h		25			92			1383			1376	
Approach Delay, s/veh		63.8			64.6			6.6			6.4	
Approach LOS		E			Е			Α			Α	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.7	111.1		19.3	10.2	110.6		19.3				
Change Period (Y+Rc), s	6.5	6.5		7.0	6.5	6.5		7.0				
Max Green Setting (Gmax), s	18.5	69.5		32.0	18.5	69.5		32.0				
Max Q Clear Time (g_c+l1), s	2.8	13.8		11.1	3.2	14.5		12.3				
Green Ext Time (p_c), s	0.1	12.8		0.4	0.1	13.4		0.0				
" ,	0.1	12.0		0.4	0.1	10.4		0.0				
Intersection Summary												
HCM 6th Ctrl Delay			8.9									
HCM 6th LOS			Α									

07/11/2022 Synchro 10 Light Report
Timing Plan: PM Peak Page 2

TM-32015

### PALM BEACH COUNTY TRAFFIC DIVISION

W.O. #2020-0188

Report: WO

$TO \cdot$	Mi	cha	മി	т.	Ehe	ra

DATE: 03/31/2020

ACCNT:

FROM: SUNIL GYAWALI

SIGNATURE:

ATLAS PAGE: 35C09

DISTRICT: 1

KLP

SUBJECT: YACHT CLUB DR AND US 1

(SIGNAL & SYSTEM TIMING)

**DRAWING #:** 

15800 **INTERSECTION #:** 

### FROM ENGINEERING OFFICE

The signal and system timing signed on 03/31/2020 was modified by the ITS Section at the subject location. Updated time sheet including, yellow and red cirs, ped cirs, alt timing plans. Please update the records in the controller cabinet and your files with the attached signal and system timing sheets.

Thank you.

KLP:File

### OPERATIONS OFFICE RESPONSE

### RESPONSE REQUIREMENT:

Assignment of Work	Shop Name	Completion Date/Initial
	Signal	
	Sign	
	Striping	
	Construction	
	Other	

FINAL DATE: SIGNATURE:	COMMENTS:		
DIGITAL DIED	FINAL DATE:	SIGNATURE:	

# CONTROLLER TIME SHEET

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			_	_	_	_		n			_
00	7	6	ъ	4	ω	2	3	NUMBER			Z
ЕВ		NB	SBLT	WB		SB	NBLT	BOUND		SIGNAL # 15800	INTERSECTION: YACHT CLUB DR AND US 1
6.0		20.0	4.0	6.0		20,0	4.0	MIN		15800	YACHT CLU
2.0		4.0	2.0	2.0		4.0	2.0	GAP EXT			B DR AND U
25.0		45.0	20.0	25,0		45.0	20.0	MAX 1			S 1
								MAX 2			
4.0		4.5	4.5	4.0		4.5	4.5	YEL CLR			
3.0		2.0	2.0	3.0		2.0	2.0	RED CLR			
7.0		5.0	0.0	7.0		5.0	0.0	WALK	TIMING		
28.0		16.0	0.0	26.0		21.0	0.0	PED CLR	TIMING INTERVAL		
0		L	0	0		1	0	MIN RCL			
								MAX RCL			
								PED			
<u>@</u>		_	<u></u>	4			<u>.</u>	PHASE			CONTROLLER TYPE:
0		<u>, 4</u> ,	0	0		_	0	CALLS		SYSTEM # 575	R TYPE:
L8:NORMAL L8R:D/N(5)		L6:NORMAL	L5:NORMAL	L4:NORMAL L4R:D/N(10)		L2:NORMAL	L1:NORMAL	DETECTOR SETTINGS		575	NAZTEC

					,		
TIME SHEE		BUS	FIRE STN	BRIDGE	R/R		
TIME SHEET CREATED BY: K LANE-PALMER						DELAY	
K LANE-PAL						GREEN BEFORE	
MER						PRE-EMPT LOCK	PRE-EA
						TRACK CLR Ø	PRE-EMPTION TIMING
DATE:						TRACK CLR GREEN	NG.
3/24/2020						DWELL Φ	
						DWELL @ MIN DWELL	
A						ЕХІТ Ф	
APPROVED BY: S	. <b>4</b> .	į.	2. UPDATED T	No			
S GYAWALI, P.E.			D TIME SHE ANS.	Notes:	2,6	START	
M 3rd			ET INCLUDII	1. REFER T	2,4,6,8	DUAL	lS.
the state of	7		NG, YELLON	O SYSTEM	1,5	DET	SPECIAL FUNCTIONS
			/ AND RED C	TIMING AND	2,6	OUT OF FLASH	CTIONS
DATE:			2. UPDATED TIME SHEET INCLUDING, YELLOW AND RED CLRS, PED CLRS, ALT TIMING PLANS.	1. REFER TO SYSTEM TIMING AND ALT TIMING PLANS	4,8	INTO	
DATE: 3/31/201			RS, ALT	PLANS			

# SYSTEM TIMING SHEET

DATE TIMING INSTALLED:

TIME   PATTERN   TIME	INTERSECTION: YACHT CLUB DR AND US 1 SYSTEM:	ACHT CLUB D	R AND US 1									CONT SIGNAL # 15800	CONTROLLER TYPE: NAZTEC 15800 SYSTEM # 575	LER TYPE: NAZ
NATIERN   TIME   PATIERN   TIME							TOD:SC	HEDULER						
SATITENN TIME   PATTENN   TIME   TIME   PATTENN   TIME		-WE	EKDAY							WEEKEND				
PATTERN   TIME							SATI	JRDAY				INUS	ЭАҮ	
100   7.00   2   0.00   100   8:00   1   0:00   100   8:00   100   8:00   100   100   8:00   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   1	TIME	PATTERN	TIME	PATTER	ž	TIME	PATTERN	TIME	PATTERN			ATTERN		PATTERN
1   15:45   3   19:00   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100   100	0:00	100	7:00	2		0:00	100	8:00		0:00	-	100	8:00	+
	9:00	-	15:45			19:00	100			19:0	0	100		
	18:00	4	21:00											
SEC)														
				-	-					-	-			-
SEC    115   130   140   150   115   130   140   150   115   130   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140   140							TIMING	G PLANS						
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S GYAWALI, P.E. DATE:	TIME SHEET CREAT	ED K LANE-P	ALMER									DATE:	3/24/:	2020
	APPROVED BY:	S GYAWA	LI, P.E.	Skran	Vr.							DATE:	3/3	1/mo

### [1.1.6.1] ALTERNATE TIMING SHEET

IER	SECTION:		7	+	1 60 UM				_	1	2	GNAL #	-	-	_			/STEM#	5/5	-	_
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2	20.0	4.0	45.0	45.0	4.5	2.0	5.0	21.0	2		2	20.0	4.0	45.0	45.0	4.5	2.0	5.0	21.0	2	
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4	6.0	2.0	25.0	10.0	4.0	3.0	7.0	26.0	4		4	6.0	2.0	25.0	10.0	4.0	3.0	7.0	26.0	4	
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2	20.0	4.0	45.0	45.0	4.5	2.0	5.0	21.0	2		2	20.0	4.0	45.0	45.0	4.5	2.0	5.0	21.0	2	
3											3										
4	6.0	2.0	25.0	12.0	4.0	3.0	7.0	26.0	4		4	6.0	2.0	25.0	10.0	4.0	3.0	7.0	26.0	4	
5	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	5		5	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	5	
6	20.0	4.0	45.0	45.0	4.5	2.0	5.0	16.0	6		6	20.0	4.0	45.0	45.0	4.5	2.0	5.0	16.0	6	
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8	6.0	2.0	25.0	12.0	4.0	3.0	7.0	28.0	8		8	6.0	2.0	25.0	10.0	4.0	3.0	7.0	28.0	8	
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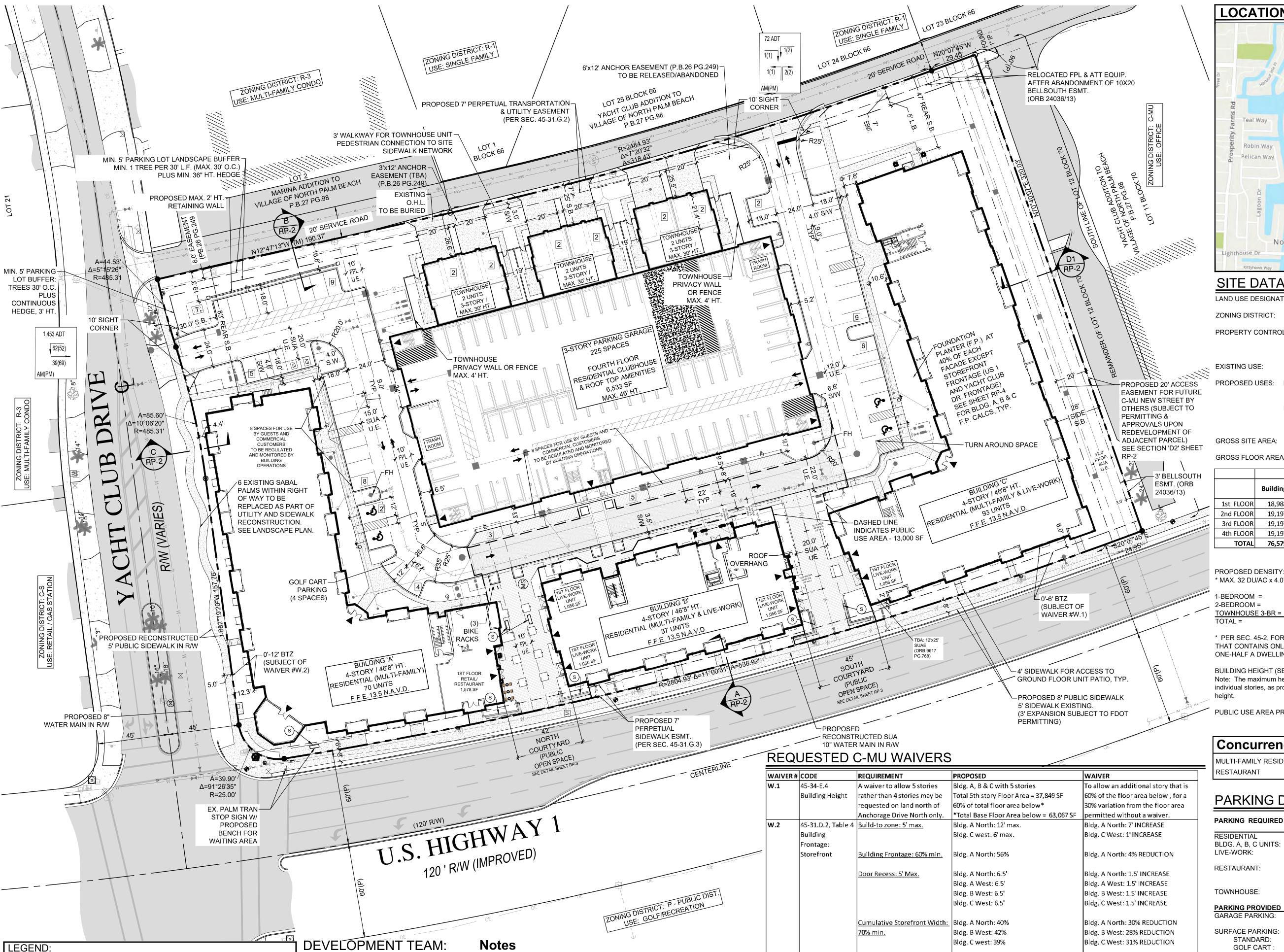
DATE

APPROVED BY:

S GYAWALI, P.E.

# **APPENDIX "F"**

# **SITE PLAN**



1. Base information based on survey prepared by Brown & Phillips

2. Prior to construction, all utility locations to be verified to ensure that

3. All stop bars shall be setback 4' in advance of pedestrian

5. Locations of all proposed traffic signage shall be established by the

7. Surrounding property information shown for informational purposes

8. Handicap parking signs shall be placed behind the sidewalk in areas

Inc. with title commitment dated October 2020.

landscape material does not conflict with utilities.

4. All accessible paved routes shall not exceed a 20:1 slope.

Curbing details to be shown on engineering construction plans.

engineer of record.

where sidewalk abuts the stall.

ACRE(S)

**EXISTING** 

PARKING

SETBACK

SIDEWALK

RELEASED

CHARGING SPACE

**BUILD TO ZONE** 

FIRE HYDRANT

RIGHT OF WAY

POSSIBLE ELEC

UTILITY EASEMENT

= PROPOSED ELECTRIC VEHICLE

SEE SHEET RP-1 BUILDING

FRONTAGE DIAGRAM

(REFER TO CIVIL PLAN)

TRANSFORMER LOCATION

TO BE ABANDONED OR

BTZ =

EX. =

FH =

PKG. =

R/W =

S/W =

S.B. =

T.B.A. =

D = REFUSE (DUMPSTER) ENCLOSURE

中 = EXISTING CONCRETE POWER OR

S = PRELIMINARY BENCH / PUBLIC SEATING LOCATION.

= PROPOSED STOP SIGN/BAR

LIGHT POLE

ENTRANCE

(MIN. 6' HT. SCREEN WALL W/ OPAQUE

GATE AT OPENING - SEE SHEET RP-2)

= PROPOSED SITE LIGHTING

SEE PHOTOMETRIC PLAN

= INDICATES PRIMARY PEDESTRIAN

ARCHITECT:

PLANNER:

CIVIL &

TRAFFIC

**ENGINEER:** 

SURVEYOR:

SpinaOrourke + Partners

West Palm Beach, FL 33401

610 Clematis St. Ste. CU02

Simmons & White, Inc.

West Palm Beach, Florida 33401

2581 Metrocentre Blvd., Suite 3

1800 Old Okeechobee Rd., Ste. 509

West Palm Beach, FL 33407

West Palm Beach, FL 33409

285 Banyan Blvd.

Urban Design Studio

561.684.6844

561.366.1100

561.478.7848

561.615.3988

Brown & Phillips, Inc.

# **LOCATION MAP** Robin Way 200 Yacht Pelican Way Anchorage Dr

## SITE DATA:

LAND USE DESIGNATION: COMMERCIAL

C-MU / US-1 MIXED USE DISTRICT **ZONING DISTRICT:** 

PROPERTY CONTROL NUMBER(S): 68-43-42-09-02-000-0010 68-43-42-09-01-070-0140

68-43-42-09-01-070-0121

**EXISTING USE:** VACANT COMMERCIAL

PROPOSED USES: RESIDENTIAL, DWELLING - MULTI-FAMILY RENTAL (PERMITTED) LIVE/WORK UNIT (PERMITTED)

> **BUSINESS** STORES & SERVICES, GENERAL (PERMITTED)

> > RESTAURANT (PERMITTED)

GROSS SITE AREA: 4.09 AC. / 178,413 SF

GROSS FLOOR AREA: TOTAL 227,975 SF

Н			USA	ABLE SQUARE I	FOOTAGE (USF)		
		Building A	Building B	Building C	CLUBHOUSE	TOWNH	IOUSE
		building A	building b	Building C	CLOBHOUSE	OVERALL	PER UNIT
	1st FLOOR	18,988	9,832	21,601	AT GARAGE		984
	2nd FLOOR	19,197	9,817	21,601	STRUCTURE	3,196	983
W-	3rd FLOOR	19,197	9,817	21,601	FORTH FLOOR	PER UNIT	983
	4th FLOOR	19,197	9,817	21,601	ROOFTOP	AT 6 UNITS	246
	TOTAL	76,579	39,283	86,404	6,533	19,176	

PROPOSED DENSITY: 133 UNIT EQUIVALENT DENSITY * * MAX. 32 DU/AC x 4.07 AC. (WITH WORKFORCE HOUSING DENSITY BONUS)

-BEDROOM = 97 UNITS @ 50% EQUIV. DENSITY *

2-BEDROOM = 78 UNITS (INC. 4 LIVE-WORK UNITS) @ 100% EQUIV. DENSITY 6 UNITS @ 100% EQUIV. DENSITY TOWNHOUSE 3-BR =

* PER SEC. 45-2, FOR PURPOSES OF COMPUTING RESIDENTIAL DENSITY A DWELLING UNI THAT CONTAINS ONLY ONE BEDROOM, OR NO SEPARATE BEDROOM, COUNTS AS ONE-HALF A DWELLING UNIT.

BUILDING HEIGHT (SEC. 45-31): 4 STORIES * / MAX. 46'8" HT. Note: The maximum height of a building in feet is controlled by the maximum ceiling heights for individual stories, as provided in subsection 45-31.E.5. Refer to Building Elevations for proposed

PUBLIC USE AREA PROPOSED: 13,000 SF (7% OF GROSS SITE AREA)

Concurrency S	ummary
MULTI-FAMILY RESIDENTIAL	181 UNITS
RESTAURANT	1,578 SF

## **PARKING DATA:**

Bldg. A North: 36% / 26%

Bldg. A West: 65% / 31%

Bldg. B West: 30% / 31%

Bldg. C West: 29% / 30%

A. A 7-foot perpetual sidewalk A 7-foot easement is proposed,

easement must be dedicated | however, landscaping encroaches

into the easement

Sign Type 1 - Building Identity Sign: 1

building identification sign each for

Building A and Building C for up to a

maximum of two (2) building identity

Transparency

6.115.C.2.B

45-31.G.3

Building Wall

Ground: 70% min. /

(1) permanent accessory

frontage on the principal

building... not to exceed a

to the village along the US

building wall identification

sign facing each public street

Upper: 40% min.

sign area of 20 SF.

Highway 1 frontage.

34% / 14% REDUCTION

5% / 9% REDUCTION

40% / 9% REDUCTION

sidewalk easement.

1% / 11% REDUCTION

Allow one building identification on

non-street frontage for Building C.

Allowance of landscaping in the

BLDG. A, B, C UNITS: LIVE-WORK:		「 @ 171 UNITS = 214 SPACES 00 SF @ 4,224 SF / 4 LIVE-WORK UNITS = 4 SPACES
RESTAURANT:	10 PER 1,0	000 SF @ 1,578 SF = 16 SPACES
TOWNHOUSE:	1.25 / UNIT	@ 6 UNITS = 8 SPACES
PARKING PROVIDED		278 SPACES *
GARAGE PARKING:	225 SPS	·
SURFACE PARKING: STANDARD:	49 SPS.	(9' x 18' -90d) (8'x22' -parallel)
GOLF CART :	4 SPS.	(6' X 12')

234 SPACES

plus 8 SPS (TOWNHOUSE)

TOWNHOUSE PARKING PROVIDED 24 SPACES (TOWNHOUSE

(INCLUDED IN TOTAL PARKING COUNT ABOVE, FOR 201-300 SPACES PROVIDED)

PRIVATE GARAGE: 2 SPS. PER UNIT X 6 UNITS PRIVATE DRIVEWAY: 2 SPS PER UNIT X 6 UNITS

* NOTE: A MINIMUM OF SIX (6) OF THE PROVIDED PARKING SPACES SHALL BE FOR ELECTRIC VEHICLE (EV) CHARGING STATIONS. 2 EV SPACES ARE PROVIDED IN THE SURFACE PARKING AREA AND 4 EV SPACES WILL BE PROVIDED IN THE GARAGE.

**Landscape Architecture Communication Graphics** 

610 Clematis Street, Suite CU02

561.366.1100 FAX 561.366.1111

West Palm Beach, FL 33401

www.udsflorida.com

permission of the designer.

#LCC000035 represented by this drawing are owned by and the property of the designer, and were created for the exclusive use of the specified project. These ideas, designs, arrangements or plans shall not be used by, or disclosed to any person,

firm, or corporation without the written

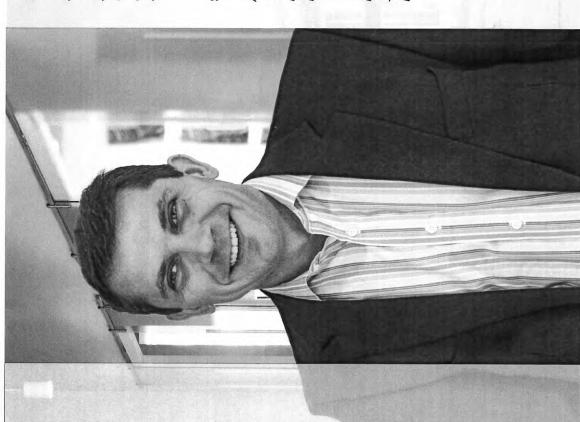
1" = 30'-0" Scale: OCTOBER 2020 20-013.000

Project No.: **Designed By:** Drawn By: ΚT Checked By:

**Revision Dates:** 2021-02-16: DRC Response Resubmittal

2021-07-09: DRC Resubmittal #2 2021-09-15: DRC Resubmittal #3 2021-10-29: DRC Resubmittal #4 (Fire & SUA) 2021-11-19: DRC Resub. (EV parking & Fire Lane)

2022-07-11: Remand Resubmittal (Height Rev)



# ASSOCIATE, PROJECT MANAGER

# JOE GOMES, LEED AP

Joe Gomes has been with SpinaOrourke + Partners since 2004. His expertise is in the overall coordination of complex deliverables that require a thorough understanding of all Architectural phases. Joe is LEED Accredited and has worked on several LEED facilities.

# select project experience

The Pelican Club Alton Town Center Wells Fargo Lola 41 Elisabetta's The White Elephant Hotel The Little Club Farmers Table Steam House Brewery Beacon, Lucky Shuck, Topside

| Jupiter | Palm Beach Gardens | Palm Beach | West Palm Beach | Palm Beach | Gulfstream | Village of North Palm Beach | West Palm Beach

Jupiter



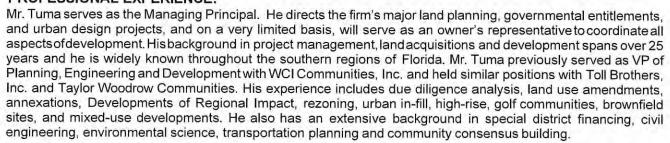


610 Clematis Street, Suite CU02 West Palm Beach, Florida 33401 561.366.1100 FAX 561.366.1111 www.udsflorida.com

### **KEY STAFF RESUME**

KEN TUMA Managing Principal

### PROFESSIONAL EXPERIENCE:



Mr. Tuma has been a featured speaker on land use topics for many organizations such as the State of Pennsylvania Transportation Engineering Conference, Florida Atlantic University, the Daily Business Review, Urban Land Institute (ULI), and WPBTV "Issues". He also served on the ULI Southeast Florida/Caribbean District Council Technical Assistance Panel for The Margate Community Redevelopment Agency on The City Center Project.

### Representative projects include:

- Master planning and owner's representation for Alton, f/k/a Scripps Florida Phase II Briger DRI. This 681ac. parcel is approved for 2 million SF of office, 400,000 SF of commercial and 3,920 residential units. Mr. Tuma was responsible for all aspects of this project including local and state land use, environmental and engineering approvals.
- Master planning and owner's representation for Avenir PCD, f/k/a Vavrus Ranch. This 4,763-ac. parcel is approved for 2 million SF of office, 400,000 SF of commercial and 3,900 residential units; a 9-hole golf course, a public elementary school, 55 ac. regional park and equestrian park. The project also includes a unique "Farm to Table" Agricultural District component.
- Representation at public outreach meetings and public hearings to gain approval for Parcel 5A at the PGA Corporate Center to allow for 993,000 SF of office for the proposed FPL Corporate Campus.
- Representation at public hearings to gain approvals to allow construction of approximately 1.39 million SF of mixed retail use as well as site plan approval for Palm Beach Outlets.
- Land use amendment, rezoning and site plan approval for Delray Marketplace, a 32-ac traditional marketplace development consisting of 320,000 SF of retail and 86 multi-family units on an 87.9 ac. site in the Agricultural Reserve, Palm Beach County, FL.

### **EDUCATION:**

Graduate of The Ohio State University, Bachelor of Science Civil Engineering Graduate of The Ohio State University, Bachelor of Science Agronomy; Business Minor

### PROFESSIONAL AFFILIATIONS:

Member - Urban Land Institute

Member - Palm Beach County Planning Congress

Member - Economic Council of PBC, Inc.

Member - Business Development Board of PBC

Director - PGA Corridor Association Leadership Florida Class 31

Trustee - Chamber of Commerce - Palm Beaches

### President



Professional Engineer Florida – Reg. #41168 South Carolina – Reg. #26787 North Carolina – Reg. #34779

LEED™ Accredited Professional

**BS, Civil Engineering**, The Citadel, The Military College of South Carolina, 1984

American Society of Civil Engineers

Florida Engineering Society

Institute of Transportation Engineers, Fellow

Urban Land Institute

US Green Building Council

Junto of the Palm Beaches, President

Palm Beach County Land Development Advisory Board Flex Space Sub-committee 2009 – Present

Palm Beach County Traffic Performance Appeals Board 1991 - Present

Palm Beach County Traffic Performance Standards Subcommittee 2003 - Present Mr. Rennebaum has over 35 years of civil and traffic engineering experience, with 31 years in West Palm Beach with the firm, Simmons & White, Inc. As the President of the firm, his extensive experience includes all aspects of land development, civil engineering, traffic engineering and transportation planning projects for both public and private clients.

His areas of expertise include: Traffic concurrency studies, land use plan amendment studies, comprehensive plan civil and transportation element revisions, intersection studies, signal design, internal circulation studies, parking analyses, traffic improvements, traffic calming, capacity analysis, preparation of comprehensive land development plans including surface water treatment, water resources, water distribution, wastewater collection, stormwater management and roadway design, coordination of platting, surveying and services during construction. Mr. Rennebaum has managed many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, sub-consultants, construction contractors, and the public.

Ballpark of the Palm Beaches, West Palm Beach, FL Westlake, City of Westlake, FL City of Palm Beach Gardens Consulting Engineer Town of Juno Beach Town Engineer Town of Loxahatchee Groves Traffic Engineer Village of North Palm Beach Consulting Engineer Town of Lake Park Town Engineer Village of Wellington Consulting Engineer City of West Palm Beach Waterfront Commons Design/Build City of West Palm Beach Fire Station No. 8 Design Criteria Package - LEED Palm Beach County Fire Station No. 14 Village of Royal Palm Beach Wastewater Treatment Facility Palm Beach County Municipal Complex with EOCC - Four Points Office Expansion Palm Beach County Sheriff's Office Training Facility at Cherry Road Palm Beach County Sheriff's Office Training Facility at Okeeheelee Park Southwinds Golf Clubhouse Replacement, Palm Beach County, FL Jupiter Farms Park, Palm Beach County, FL Pahokee Animal Hospital, Palm Beach County, FL Royal Palm Beach Library, Palm Beach County, FL John Prince Park Recreation Center, Palm Beach County, FL Northern Palm Beach County Improvement District Project/Consulting Engineer Palm Beach County School District Traffic Engineering Consultant Palm Beach County School District Site Feasibility Consultant The Kings Academy/Palm Beach County Park Site, Palm Beach County, FL South Florida Science Museum, West Palm Beach, FL EcoPlex at Centrepark West, West Palm Beach, FL - Gold LEED™ Certified Centrepark & Centrepark West, West Palm Beach, FL Port Center, Riviera Beach, FL Village Center at Royal Palm Beach, Royal Palm Beach, FL Professional Center at Wellington, Wellington, FL

Village of North Palm Beach Council, Councilman 2004 - 2006

Village of North Palm Beach Planning & Zoning Commission 2002 – 2004

Village of North Palm Beach Code Enforcement Board, Chairman 1992 – 2000

Palm Beach County Access Management Task Team 1994 - 1996

Simmons & White, Inc. 2581 Metrocentre Boulevard West Suite 3 West Palm Beach, FL 33407 Years of Experience: 35

New Albany L.S.M.U., Boynton Beach, FL Super Target at New Albany, Boynton Beach, FL Bethesda Medical, Boynton Beach, FL Highpoint on Congress, Palm Springs, FL - LEED™ Baywinds Commercial, West Palm Beach, FL Seminole Orange Plaza, West Palm Beach, FL Lake Shore Apartments, Mangonia Park, FL Village Centre, West Palm Beach, FL Flagler Pointe fka Jefferson on Flagler, Palm Beach County, FL Pedestrian & Bicycle Safety/Old Ocean Avenue, Ocean Ridge, FL Cypress Key Town Centre, Royal Palm Beach, FL Olympia, Wellington, FL Portosol, Palm Beach County, FL International Polo Club of Palm Beach, Wellington, FL Atlantic Avenue Corridor CRALLS Analysis, Palm Beach County, FL South Shore Boulevard Reconstruction Phase I, Wellington, FL Quillen Development of Regional Impact, Indiantown, FL Smith Dairy, Wellington, FL 84 Lumber, Martin County, FL Yamato Road & Lyons Road Signal Modifications, Palm Beach County, FL Portosol Entrance & Okeechobee Blvd Signal Modifications, Palm Beach County, FL Military Trail and Fire Station No. 43 Signal Design, Palm Beach County, FL Southern Blvd & Cypress Key Avenue Signal Design, Palm Beach County, FL Forest Hill Blvd & Lyons Road Signal Modifications, Palm Beach County, FL Victoria Parc at Tradition, Port St. Lucie, FL Publix at Rivergate, Port St. Lucie, FL The Reserve, Boca Raton, FL Palm Beach International Equestrian Center, Wellington, FL Temple Medical, Palm Beach County, FL Monterey Professional Center, Boynton Beach, FL Sunrise Living Facility, Wellington, FL Delray Marketplace, Delray Beach, FL Carlyle Village CLF, Palm Beach County, FL Hagen Ranch Road Medical, Palm Beach County, FL Wellington Regional Medical Center, Wellington, FL Southern Blvd Economic Development Center Overlay, Palm Beach County, FL Kennedy Estates II - Habitat for Humanity, Palm Beach County, FL Bridlepath Estates at Palm Beach Polo & Country Club, Wellington, FL Middle School JJJ, Palm Beach County, FL Ideal Middle School, Palm Beach County, FL Wellington Elementary School Expansion, Palm Beach County, FL Lincoln Tech Modifications, Palm Beach County, FL Palm Beach Gardens Medical Center Expansion, Palm Beach Gardens, FL Hagen Ranch Road Elementary School, FL

### **Project Manager**



Professional Engineer Florida – Reg. #85433

BS, Civil Engineering, The University of Florida, 2013

Florida Engineering Society

Palm Beach County Planning Congress

Simmons & White, Inc. 2581 Metrocentre Boulevard West Suite 3 West Palm Beach, FL 33407 Years of Experience: 8 Mr. Parrish has over 8 years of experience in land development, in South and Southwest Florida, with 5 years in West Palm Beach with the firm, Simmons & White, Inc. As a Project Engineer, his extensive experience includes all aspects of land development and civil engineering projects for both public and private clients.

His areas of expertise include: Preparation of site feasibility reports, conceptual engineering plans for the concurrency, rezoning and site plan approval process to providing assistance during the platting process and the preparation of paving, grading, drainage, water distribution and wastewater collection plans, calculations, design of surface water management systems, specifications and permit applications, assistance during the bidding process including preparing contract documents, services during construction necessary to certify work to owner and governing agencies upon completion for projects. Mr. Parrish has managed many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, subconsultants, construction contractors, and the public.

Water Pointe Townhomes, Jupiter, FL Rio Marine Village, Martin County, FL Shalimar at Boynton Beach Multi-Family, Boynton Beach, FL Banyan View Multi-Family, West Palm Beach, FL Sykes Commercial, West Palm Beach, FL

Town Center Phase 2, Village of Wellington, FL

Westlake Master Surface Water Management Modeling, City of Westlake, FL

Westlake Amenity Center, City of Westlake, FL

Burlington Self Storage, Lake Worth, FL

FEMA Map Revisions, City of Westlake, FL

Northlake Promenade, Lake Park, FL

Cobblestone Plaza, Boynton Beach, FL

Place of Hope Lane Outreach Center, City of Palm Beach Gardens, FL

The Capstone at Royal Palm Beach, Village of Royal Palm Beach, FL

Connect Church, City of Westlake, FL

Addison Reserve Reclaimed Water Facility, City of Boynton Beach, FL

PBI PODS Self Storage, Palm Beach County, FL

Merchants Walk MUPD, Palm Beach County, FL

WAWA, Boynton Beach, FL

PGA Marina, Palm Beach Gardens, FL

Green Cay Village, City of Boynton Beach, FL

Esplanade at Hacienda Lakes, Naples, FL

Esplanade Golf & Country Club of Naples, Naples, FL

Talis Park, Naples, FL

Wawa, Naples, FL

Somerset at the Plantation, Fort Myers, FL

Del Webb of Naples, Ave Maria, FL

Arthrex Finishing Facility, Ave Maria, FL

Collier Charter Academy, Naples, FL

### Senior Traffic Engineer



Mr. Kelley has 14 years of civil and traffic engineering experience, with 9 years in West Palm Beach with the firm, Simmons & White, Inc. As a Senior Traffic Engineer, his extensive experience includes all aspects of traffic engineering and transportation planning projects for both public and private clients throughout all of South Florida.

His areas of expertise include: Traffic concurrency studies, land use plan amendment studies, comprehensive plan transportation element revisions, intersection studies, internal circulation studies, parking analyses, traffic improvements, traffic calming, multi-modal level of service analyses, FDOT travel demand forecasting, safety studies, and roadway design. Mr. Kelley has managed many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, subconsultants, construction contractors, and the public.

Professional Engineer FL – Reg. #74006

BS, Civil Engineering, University of FL, 2007

Simmons & White, Inc. 2581 Metrocentre Boulevard West Suite 3 West Palm Beach, FL 33407 Years of Experience: 14

Town of Loxahatchee Groves Consulting Engineer City of Palm Beach Gardens Consulting Engineer Palm Beach County Consulting Engineer FDOT District IV General Planning Consultant, South Florida Johnson Dairy Signal Warrant, Palm Beach Gardens, FL U-Tiki Signal Warrant, Jupiter, FL Carefree Theater, West Palm Beach, FL One West Palm, West Palm Beach, FL Summit Charter School, Palm Beach County, FL Somerset Charter School, Port St. Lucie, FL Love Street Development, Jupiter, FL Spring Training Facility, West Palm Beach, FL Key West Carrying Capacity Study, Key West, FL Indian Trails Grove PUD, Palm Beach County, FL Atlantic Commons PUD, Palm Beach County, FL Prosperity Oaks Parking Study, Palm Beach Gardens, FL Hippocrates Assisted Living Facility, Palm Beach County, FL The Bridges PUD, Palm Beach County, FL Lighthouse Cove, Jupiter, FL Midway Road PD&E Study, Ft. Pierce, FL Cooper City Safety Studies, Cooper City, FL NW 131st Street Improvements, North Miami, FL FDOT Roadway Safety Audits, South FL Quadrille Boulevard Safety Study, West Palm Beach, FL Riverwalk Plaza, Boynton Beach, FL GS Academy Expansion, Boca Raton, FL Waterford Bus Route Study, Juno Beach, FL Dunkin Donuts Lake Worth Road, Palm Beach County Buffalo Wild Wings, Palm Beach County Borland Center, Palm Beach Gardens, FL Versailles Signage Certification, Wellington, FL



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

**KEY STAFF RESUME** 

LENTZY JEAN-LOUIS
Planner



### PROFESSIONAL EXPERIENCE:

Upon completing his undergraduate degree at The University of Central Florida, Mr. Jean-Louis began an 8-month internship at Urban Design Studio in 2018. While interning, he gained invaluable experience and exposure to the planning process, which propelled him to get his Master's Degree in Urban Planning at Florida Atlantic University. While there, he completed a graduate assistantship where he supported research for transit-oriented development (TOD) and sea-level rise. He also assisted in developing a visioning report for the Jefferson Terminal District where he and other assistants and faculty provided land use, transportation, and urban design recommendations for the area. With others, he prepared case-study summaries of TOD Form-Based Codes for a Planning Advisory Service report. In the summer of 2019, Mr. Jean-Louis interned with the City of West Palm Beach and gained an understanding of the public sector, including further studying light-impact development tactics for the Jefferson Terminal District to address stormwater management issues. He also assisted in research to support development of updated townhouse and attached-housing regulations on existing single-family lots.

In January 2020, Mr. Jean-Louis began a second internship at UDS, and came on board full time upon completion of his graduate degree in June 2020. Under the seasoned guidance of the firm's principals and planners, Mr. Jean-Louis has quickly absorbed the planning and entitlement processes as he assisted with projects in their conceptual stages with due diligence and research, while also assisting with projects through the entitlement process. His responsibilities include coordination with the multiple disciplines within the development team, due diligence research, preparation of development applications, monitoring of application progress and correspondence with municipal staff. Mr. Jean-Louis strives to bring positivity, collaboration, and trustworthiness to every endeavor in the planning process. He believes in the planner's role as a facilitator, communicator, and team-player.

Mr. Jean-Louis has experience working on a variety of projects within unincorporated Palm Beach County and the various municipalities. Mr. Jean-Louis has worked on key projects such as the FPL Port West Fleet Building, EOS Fitness Center at the Mission Bay Corporate Park MUPD, Casa Mara mixed-use residential and retail development, and the Palm Beach Atlantic University 8-story Dormitory.

### **EDUCATION:**

Graduate of Florida Atlantic University 2020, Master of Urban and Regional Planning Degree Graduate of The University of Central Florida 2017, Bachelor of Science in Public Administration and Minor in Urban and Regional Planning

### PROFESSIONAL AFFILIATIONS:

Vice President of FAU Planning Society 2019-2020 Student APA Member 2018-Present



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**KEY STAFF RESUME** 



# MICHELLE CUETARA Design Project Manager

### PROFESSIONAL EXPERIENCE:

Ms. Cuetara began her career with Urban Design Studio in 1999 as a part-time associate in the graphics department. Following tenures with Zeidler and Associates, Karen Fox Designs, and Toll Architecture, Ms. Cuetara returned to Urban Design Studio in September 2006, as a Design Project Manager, bringing a depth of knowledge and experience with building and site functionality and programming, and design project management. Her design and organizational skills are highly valued. She builds solid relationships with Clients, project consultants and governmental staff during the design development, review and approval processes. Her familiarity with building, site and landscape design has proven to be integral to project coordination on numerous significant developments.

Ms. Cuetara works in unincorporated and incorporated jurisdictions throughout south Florida, and for private and public sector clients, pursuing entitlements and providing site design and representation for a variety of projects, including residential, retail, office, industrial and mixed-use. She has vast experience applying traditional use and property development regulations as well as form-based codes. Ms. Cuetara emphasizes accurate, clear and concise communication with her clients, design team, government officials and contractors and has built a strong relationship and repeat clients seeking her expertise.

Over her 15 years with Urban Design Studio, she has worked on several high-profile projects including the redevelopment of the Palm Beach Mall, now known as Palm Beach Outlets, and the Fitteam Ballpark of The Palm Beaches, both located in suburban West Palm Beach. In addition, she is the planning and zoning point person for new office and residential buildings and other improvements within Rosemary Square, formerly known as CityPlace, in downtown West Palm Beach. Residential experience includes District Flats in the up-and-coming Warehouse District of West Palm Beach, and Liberty Park, A Traditional Neighborhood Community in Indian River County. Ms. Cuetara's public sector experience includes projects for Palm Beach County Fire-Rescue and assisting the Solid Waste Authority (SWA) of Palm Beach County with a significant expansion to their Renewable Energy Facilities (REF), facilitating a public outreach effort for the expansion to inform and educate the public about waste reduction operations.

### **EDUCATION:**

Graduate of Palm Beach Community College, 2000, Associates of Arts Degree in Architecture Art Institute of Philadelphia, 1997-1998, Course Study in Interior Architecture Green Building Education Services, 2010, Green Building and LEED Fundamentals Coursework



### Village of North Palm Beach

Department of Community Development 420 U.S. HIGHWAY ONE, SUITE 21 • NORTH PALM BEACH, FLORIDA 33408 561-882-1156 • FAX 561.841.8242 • WWW.VILLAGE-NPB.ORG

DATE:

December 7, 2021

TO:

Planning Commission

FROM:

Jeremy Hubsch, AICP, Community Development Director

RE:

200 Yacht Club

December 7, 2021 Meeting

P&Z# 2020-2238

### I. <u>APPLICATION</u>

Location:	200 Yacht Club Drive. SW corner of US-1 and Yacht Club Drive
PCN:	68342090200000010;68434209010700140; 68434209010700121
Request:	An application submitted by Urban Design Studio on behalf of Robbins NPB LLC for a Site Plan with waivers for 206 multi-family units and 1,578 SF of commercial uses.

### II. PROJECT INTRODUCTION

The property is approximately 4.09 acres and carries a Commercial Future Land Use (FLU) designation and a C-MU US-1 Mixed-Use District zoning designation. The proposed project includes 206 residential units and 1,578 square feet of commercial space. Of the 206 residential units, six are townhomes adjacent to the rear alley and four are "live-work units" adjacent to public courtyards. Buildings on the site range from three to five stories. The project includes three separate lots, one of which contains an existing 11,060 square foot office building. The other two lots previously had a 250 seat restaurant and a 179 seat restaurant. These two lots have remained vacant for several years, with little redevelopment interest due to existing vacancy rates along the US-1 Corridor.

Implementation of the Citizen's Master Plan and Form-Based Code:

This project is the first to be submitted and reviewed since the adoption of the new commercial zoning regulations. Because of this, it's important to provide background information and place the proposal in the appropriate context since the project represents a significant departure from the Village's existing development pattern. Additionally, it is important to highlight the components of the project that support the objectives of the Master Plan and the Code.

In 2016, the Citizen's Master Plan ("Master Plan") recommended creating a form-based code that will allow higher residential densities and mixed-use development as a means to stimulate redevelopment along the US-1 corridor. The Village hired renowned planning firm <a href="Dover">Dover</a>, Kohl & Partners</a> to develop a form-based code for the Village's commercial zoning districts. The Village and its consultants held eight public workshops between December 2018 and May 2019 at which public input was solicited and regulatory concepts were reviewed. Following several meetings with the Village Council and the Planning Commission, the new commercial code was adopted in late 2020. The CM-U US-1 Mixed Use District was created specifically for the portion of the US-1 Corridor between Yacht Club Drive and the Earman River.

The recommendations in the Citizen's Master Plan and the subsequent provisions in the new code were driven by regional economic influences. For instance, according to a market study conducted for the Village by economists at the consulting firm of WTL+, North Palm Beach had an office vacancy rate of 11.4% in 2020 (pre-Covid). The vacancy rate had increased from 6.9% in 2016 when the Citizen's Master Plan was adopted. Additionally, the retail vacancy rate along the US-1 corridor north of Northlake was 22% in 2020 (Attachment A). Due to competition from the PGA Corridor and Downtown West Palm Beach, filling the Village's existing office and retail buildings is challenging. The Village is a highly desirable place to live, and the creation of a walkable, mixed-use district with multi-family residential has been selected to be the best strategy to create a healthy US-1 corridor.

Objective 1.B of the Future Land Use Element of the Comprehensive Plan states, "The Village desires to enhance certain aging commercial corridors that have a Commercial Future Land Use designation, into walkable and bikeable centers of vibrant activity. Current business uses along these corridors will be supplemented with new residential and mixed-use development". Further, Section 45-31.A of the Village Code states, "This mixed-use district will encourage the redevelopment of the US Highway 1 corridor into a vibrant mixed-use place for businesses, visitors, and residents of North Palm Beach. A Citizens Master Plan, adopted in 2016, envisioned the US Highway 1 corridor evolving into a better working and living environment with walkable and bikeable streets, compact mixed-use buildings, and convenient access to many forms of transportation. The C-MU zoning district is a form-based code that uses clear and predictable standards to guide redevelopment into this pattern."

The applicant has designed a project that meets many of the overarching goals of the Citizen's Master Plan, the Village Comprehensive Plan, and the C-MU Code standards. For instance, the applicant's plan includes compact, mixed-use buildings that will allow residents in the new rental units as well as existing nearby residents to walk or ride bikes — or drive golf carts — to the commercial and active live/work units adjacent to the pedestrian plazas.

The architecture is consistent with the Florida Vernacular style, one of the suggested architectural styles that is listed in the Village's new Architectural Guidelines. The site has been designed to have multiple structures with varying rooflines and building heights. The buildings have been pushed closer to US-1, in order to conceal parking from US-1 and to create additional separation from single-family residential dwellings to the east. Public courtyards are located along US-1 that will be lined with commercial uses and active live-work units. Adjacent to the courtyards is a pavered multi-use roadway that can hold special events, such as food truck night's or farmer's markets. The developer is also providing a 20-foot roadway easement on the southern portion of the property, as well as a financial contribution of \$125,000, to facilitate the construction of a new roadway, when the adjacent Gentry Building is redeveloped in the future. This future roadway is consistent with the development pattern established in the C-MU zoning district and will assist in the distribution of traffic as this section of the corridor redevelops.

The project will introduce a multi-family residential product that is new to North Palm Beach, but is commonly found in other relatively affluent areas. North Palm Beach has a wide mix of housing types; from luxury high rise condos in Water Club and Old Port Cove, to moderately priced homes on smaller lots, to mansions on large waterfront lots, to reasonably priced condos in older buildings. However, the Village does not have a highly amenitized multi-family rental product that caters to young professionals and upwardly mobile renters. The project will have a rooftop pool, clubhouse, fitness center, yoga studio, bocce court, and coworking space, in addition to the adjacent commercial uses and public courtyards. These types of multifamily products can be found in other vibrant local communities and are essential to the creation of a healthy local economy.

The following table summarizes the FLU designation and zoning district of the subject property:

Future Land Use (FLU) Designation	Zoning Designation
Commercial	US-1 Mixed Use District (C-MU)

The following table summarizes the uses, FLU designations, and zoning districts of the surrounding properties:

	Zoning	Future Land Use	Existing Use
EAST	R-3 Apartment Dwelling; R1 Single Family	High Density Residential; Low Density Residential	Multi-family; Single Family Residential
NORTH	C-S Shopping Commercial D	Commercial	Gas Station with Car Wash
SOUTH	US-1 Mixed Use District (C-MU)	Commercial	Office
WEST	P-Public	Recreation/Open Space	North Palm Beach Country Club

### III. DEVELOPMENT REQUEST

The applicant is requesting 206 multi-family units on 4.09 acres. The standard density allowed within the C-MU district is 24 dwelling units per acre, with the possibility of an additional 12 dwelling unit per acre density bonus for the provision of workforce housing. One bedroom units only count as .5 for density purposes in the C-MU. It's important to note that what is considered "workforce housing" in Palm Beach County may be considered expensive in other communities. The allowable rents for this program are generally around \$1,882-\$2,196 for one-bedroom units and \$2,259-\$2,635 for two-bedroom units. Essentially the workforce housing bonus ensures that some of the units cannot be luxury units.

The project needs a waiver to exceed the partial story allowance on the fifth story. The code allows buildings in the C-MU district to have a fifth story that is less than 30% of the floor area below. It also allows C-MU properties between Anchorage Drive North and Yacht Club Drive to request a waiver for a full fifth story and a sixth story that is 30% of the floor below. The applicant has elected not to request a partial sixth story but is, instead, seeking a waiver for a fifth story that is 60% of the floor below it. The codes states that "developers are encouraged to utilize this allowance (partial story) on portions of buildings that are closest to street intersections and for architectural features such as towers or cupolas. "The areas requested for a partial fifth story are closest to street intersections and include enhanced architectural features. If not for this waiver request, the project would be able to be approved by the

Planning Commission, as only Village Council can grant a waiver to exceed the 30% fifth story allowance.

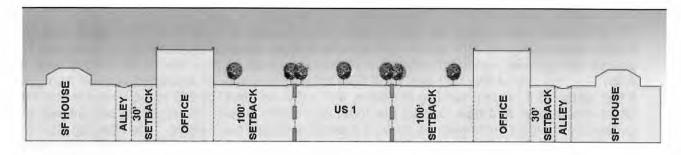
The proposed height and scale of the buildings is consistent with renderings in the Master Plan for the Yacht Club Drive area. The Master Plan noted that buildings in the Yacht Club Drive area vary between two and six stories. This image was included in the Master Plan as an inspiration for the scale of new buildings in the Yacht Club Drive area:



Figure 1: Image of new development along Yacht Club Drive (Master Plan)

The project is proposed to have a mix of building heights, including three primary residential buildings along US-1 that range between 3-5 stories. The interior of the project has a four-level parking structure that is screened from the alley by three (3) three-story townhomes. The parking structure has been treated architecturally to look like a building, not a parking garage. The new CM-U code requires buildings to be 2 stories or lower within the rear 25 feet and 3 stories or lower within the rear 50 feet of the property in order to protect residential properties in the adjacent R-1 zoning districts -- the project design is consistent with this provision.

One of the most important aspects of the new CM-U code is the utilization of build-to-zones, versus minimum setbacks. The previous code had large setbacks that resulted in "a sea of asphalt" parking lots along the street, with buildings pushed back closer to single-family homes in the rear. The CM-U code pushes buildings closer to the street to provide greater separation from single-family homes in the rear. The proposed project has setbacks that are 83' feet and 50' from the rear property line. This is demonstrated in the image below.



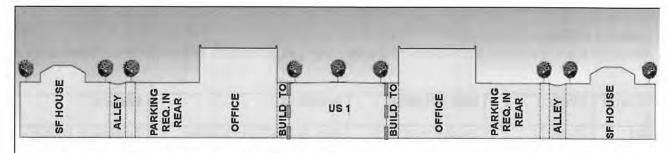


Figure 2: Image of setbacks compared to build-to-zones

### IV. PUBLIC INPUT AND NOTICES

Signs were posted on US-1 and Yacht Club Drive, an advertisement of the hearing was placed in the Palm Beach Post and courtesy notices were mailed to property owners within 500ft of the subject site for the Planning Commission meeting.

The applicant shared initial plans for the property at a well-attended Village open house in September 2020 and subsequently held another open house on September 16, 2021. The 2021 meeting was attended by several residents of multi-family units in the Yacht Club Drive corridor, who expressed concerns about traffic and impacts the project would have on them.

### V. ANALYSIS OF APPLICANT'S REQUEST

### A. Site Plan with Waivers

The new C-MU code allows the Planning Commission to grant waivers to certain development standards without the need for Village Council approval. However, the Planning Commission is not able to grant a waiver to increase the 5th story building coverage beyond 30%. This project therefore requires final approval by the Village Council. The intent of allowing waivers in a site plan is similar to the same allowance within Planned Unit Developments and, namely to flexibility in design in exchange for better outcomes. Section 45-51.1 states, "In the C-MU and C-NB zoning districts, waivers may be requested from certain regulations in this Code. An applicant requesting a waiver shall demonstrate that the waiver provides a public benefit, including, by way of example, high-quality architectural design, pedestrian amenities, no cost dedication of rights-of-way, construction of public parking, public art or other improvements adjacent to the property, preservation of environmentally-sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on village services."

The proposed project is providing several features which could be considered to be "public benefit". The project is providing a 20-foot access easement for a future street at the south end of the property. The project also includes significant pedestrian amenities, including a new bench and seating area for the Palm Tran bus stop at the US-1 and Yacht Club Drive intersection, an expanded sidewalk from 5 feet to 8 feet along US-1, undergrounding of utilities, and a donation of \$125,000 to the Village to facilitate the future construction of a new road on the south side of the project. The applicant also intends to host community serving events such as farmer's markets and food truck nights. The Planning Commission and Village Council may also determine that the project provides public benefit by producing high-quality architectural design relative to the remainder of the US-1 corridor.

### Analysis of Waivers Requested:

The applicant is requesting five waivers from code provisions in the table and further described in detail below:

WAIVER #	CODE	REQUIREMENT	PROPOSED	WAIVER
W.1	45-34-E.4 Building Height	A waiver to allow 5 stories rather than 4 stories may be requested on land north of Anchorage Drive North only.	Bldg. A, B & C with 5 stories Total 5th story Floor Area =37,849 SF 60% of total floor area below **Total Base Floor Area below =63,067 SF	To allow an additional story that is 60% of the floor area below. This exceeds the allowable area of 30% of the floor area below.
W.2	45-31.D.2, Table 4 Building Frontage: Storefront	Build-to zone: 5' max.	Bldg.A North: 12' max. Bldg. C west: 6' max.	Bldg.A North: 7' INCREASE of the build-to zone Bldg. C West: 1' INCREASE of the build-to zone
		Building Frontage: 60% min.	Bldg.A North: 56%	Bldg.A North: 4% REDUCTION
		Door Recess: 5' Max.	Bldg.A North: 6.5° Bldg.A West: 6.5' Bldg. B West: 6.5' Bldg. C West: 6.5'	Bldg.A North: 1.5' INCREASE Bldg.A West: 1.5' INCREASE Bldg.B West: 1.5' INCREASE Bldg.C West: 1.5' INCREASE
		Cumulative Storefront Width: 70% min.	Building A North: 40% Building B West: 42% Building C West: 39%	Bldg.A North: 30% REDUCTION Bldg.B West: 28% REDUCTION Bldg. C West: 31% REDUCTION
		Transparency Ground: 70% min./Upper: 40% min.	Bldg.A North: 36% /26% Bldg. A West:65%/ 31% Bldg. B West:30%/ 31% Bldg. C West: 29% / 30%	34%/ 14% REDUCTION 5% / 9% REDUCTION 40% /9% REDUCTION 41% /11% REDUCTION
W3.	6.115.C.2. Building Wall Signs	B. may display one (1) permanent accessory building wall identification sign facing each public street frontage on the principal building in which the complex is located, not to exceed a sign area of	Sign Type 1–Building Identity Sign: One (1) building identification sign each for Building A and Building C for up to a maximum of two (2) building identity signs.	Allow one building identification on a non-street frontage for Building C.

		twenty (20) square feet.	10 . Sa ; Place A.	
W4.	6.115.C.2. Building Wall Signs	C. Maximum sign area of five (5) percent of the facade area if the front building setback is twenty-five (25) feet minimum.	Sign Type 2 – Tenant Sign: Maximum sign area of five (5) percent of the façade area with a front building setback of 0' due to code-required build-to-zones.	Removal of 25' Setback requirement.
W5.	45-31.G.3	A. A 7-foot perpetual sidewalk easement must be dedicated to the village along the US Highway 1 frontage	A 7-foot easement is proposed, however, landscaping and resident courtyards encroach into the easement.	Allowance of landscaping and courtyards into sidewalk easement.

The Applicant has provided detailed explanations for why the requested waivers are consistent with the waiver standards enumerated within Section 45-51 of the Village Code of Ordinances. This information can be found on Page 12 of the applicant's justification statement.

Staff is supportive of the requested waivers. This is the first project to come forward utilizing the Village's new C-MU code. The new form-based code has many prescriptive code provisions that attempt to shape the form of buildings on a site. The applicant has come very close to meeting many of these provisions, Waiver 1 for additional fifth floor area is supported by staff. The C-MU code allows fifth stories to be up to 30% of the floor below throughout the US-1 corridor and specifically allows a waiver for a full fifth story between Anchorage Drive North and Yacht Club Drive. This provision was put in the code because the Master Plan shows an image of a desired redevelopment project along Yacht Club Drive that contains a 5-story building, and notes that buildings along Yacht Club Drive range between two and six stories. The applicant could seek a waiver for a full fifth story building, with a partial sixth story, but is instead only seeking a fifth story that is 60% of the floor below it. Due to the architectural details and scale of the proposed buildings, staff believes the height and mass of the project is appropriate for the location.

The design related aspects of Waiver 2 are intended to bring the building closer to the street and create a pedestrian friendly design at the street level. Due to the project not being entirely commercial on the first floor along US-1, minor deviations are needed from the storefront design standards. The code provisions in Waivers 3 and 4 relate to signage. When the C-MU code was adopted, a companion signage section to complement the new code was not created. The Village will eventually need to adopt new signage provisions within its code to accommodate the type of signage requests that are needed within the C-MU code. For instance, the building wall sign allowance in Section 6.115.C.2 requires a building to be setback 25 feet in order to be granted the allowable sign area, but the C-MU code requires building's to be located closer to the property line than 25 feet.

Waiver number 5 relates to a 7-foot perpetual sidewalk easement that is required to be dedicated to the Village along the US-1 Highway frontage. The code says that the easement must be paved at the time of development and shall be used to enhance non-vehicular travel along US-1. The applicant is proposing to dedicate the easement, but is seeking to allow landscaping and resident courtyards to project into portions of the 7-foot easement. The applicant is proposing to expand the existing sidewalk and additional three feet westward, towards US-1, rather than use the entirety of the easement area as a navigable sidewalk. Due to resident courtyards being located immediately next to the proposed easement area, the applicant would like to create some separation between the public sidewalk and private courtyards.

### B. Site Plan Analysis

### a. Traffic Analysis

The three parcels that comprise the site currently contain an 11,060 square foot office building. The site previously contained a 250 seat restaurant along Yacht Club Drive and 179 seat restaurant on the southern parcel. Both restaurants have been torn down for several years, and are no longer vested from a traffic concurrency perspective. However, the previous configuration of the property demonstrates that high intensity traffic generators have previously operated on the site. A trip generation analysis from the Village's traffic consultant Susan O'Rourke has determined that the site in its previous configuration generated 209 AM peak hour trips and 189 PM peak hour trips. (See Exhibit B).

The applicant has provided a traffic study that notes the project will generate 58 new AM peak hour trips (4 in/54 out) and 99 PM peak hour trips (62 in/37 out). The proposed project will generate 151 fewer AM peak hour and 90 fewer PM hour trips than the previous configuration. The Village engaged traffic engineer Susan O'Rourke to review the proposed traffic study. She has confirmed that the project meets the Village's traffic standards within Section 21-47.

The project will primarily utilize Yacht Club Drive for access, with secondary access from the service alley in the rear. The service alley runs from Yacht Club Drive to Anchorage Drive North, then continues south until it dead ends just south of Lighthouse Drive. The alley is currently used for a variety of modes of transportation, such as walking, biking, driving cars, golf carts, and delivery trucks. The project will have minimal impacts on the alley, per Susan O'Rourke, "the project anticipates a low level of usage of the alley with 5 to 6 vehicles using the alley in the peak hours. By design, alleys are intended for secondary use and very low speeds. The 20 feet allows for two-way travel...widening of the alley would encourage additional volume at higher speeds. The applicant will be burying power lines along the portion of the alley adjacent to the proposed project. Long term, the Village intends to evaluate design techniques in the alley that will slow down traffic and make the alley more bicycle and pedestrian friendly.

At public workshops on the project, some residents have suggested that the development will have negative impacts on the Yacht Club Drive intersection. Per a memo from Susan O'Rourke, "there will be some delay with an expected queue of 5 to 6 vehicles. However, the overall intersection level of service is very good. If travel patterns change, the signal timing could be adjusted to give a little more time to the westbound movement."

### b. Easements

The applicant is providing three different easements to the Village. Per section 45-31.G.3 of the Village Code, the property is required to provide a "7-foot perpetual sidewalk easement must be dedicated to the village along the US Highway 1 frontage, in a form acceptable to the Village Attorney." As previously stated, the applicant needs a waiver to encroach into this easement with landscaping and ground floor courtyards for residents. However, the applicant is proposing to expand the existing sidewalk in the right-of-way three feet to the west. This will result in an 8-foot wide sidewalk.

The second easement being provided is required by section 45-31.G.2, which states that "a 7-foot perpetual transportation and utility easement must be dedicated to the village along the alley, in a form acceptable to the Village Attorney." The applicant will be undergrounding the existing powerline that runs along the alley and will be providing landscaping within this easement area, along with an additional five-foot wide landscape buffer on the inside of the property. The Village has requested that the applicant provide grasses or groundcover immediately adjacent to the alley since narrowing the visual corridor of a street or alley tends to calm or slow down traffic. However, the apartment building to the immediate east of the property needs space for cars to back out and any vertical landscaping immediately next to the alley will limit the ability of those vehicles to turn around.

The third easement being provided is a twenty-foot wide easement on the south end of the property. This easement is not required by code, but is being granted to the Village for the creation of a new street to connect US-1 and the alley in the future. The regulating plan that was adopted within the C-MU code encourages (but does not require) a new street to be created in this location. The Village intends to create the new street when the property to the immediate south redevelops.

### c. Landscaping

The applicant has proposed a significant amount of landscaping, exceeding the minimum requirements of the Village landscape code. Buffers are only required adjacent to parking areas and foundation plantings are required around 40% of the building facades, but the applicant has elected to add landscaping on all sides of the buildings. This will provide better visual separation to the right-of-ways and adjacent properties. Of the trees currently on site, 48 of 66 existing sabal palms are able to be relocated and utilized in the new landscaping. An additional six (6) live oak trees are healthy enough to be relocated as well.

All of the trees proposed for the site are drought tolerant and over half are native species to Florida. There is a healthy mixture of ornamental trees, shade trees and palms throughout the site, with no areas of simple repetition or monotony. Of the required 200 landscape points per section 45-87 D, 189 are provided from the relocated oak trees being well over the minimum 5-inch caliper at planting. An additional 100 points are achieved by creating the two public courtyards.

The courtyards were designed to have a pedestrian scale with ample shade provided by 8 large coconut palms in the Northern courtyard and a mixture of palm trees including coconut and date palms in the southern courtyard.

Along the alleyways, there will be various levels of hedging and shorter trees to greatly enhance the aesthetics of the corridor. The buffer adjacent to the northeast parking lot will provide coverage of headlights that would otherwise shine into the Corinthian condominium units to the East. The powerlines adjacent to the property will be undergrounded, so larger trees can be accommodated without interference.

Along Yacht Club Drive, utility work required by Seacoast Utility Authority (SUA) will eliminate the existing sabal palms in the right-of-way. Tall grasses are proposed to be planted to create a separation from the street to the sidewalk, but trees are not permitted by SUA as the roots

would interfere with the pipes over time. Foundation trees between the sidewalk and the building will provide some shade and visual interest.

### C. Consistency With Comprehensive Plan

Staff has not determined there to be any inconsistencies with the Comprehensive Plan. The project is consistent with several objectives, policies, and goals within the Comprehensive Plan. Notably, the project will meet the goals of Objective 1.B of the Future Land Use Element, which states, "The Village desires to enhance certain aging commercial corridors that have a Commercial Future Land Use designation, into walkable and bikeable centers of vibrant activity. Current business uses along these corridors will be supplemented with new residential and mixed-use development." Further Objective 6 states "The Village shall encourage infill development and redevelopment along the Northlake Boulevard and U.S. Highway No.1 corridors." Policy 1.B.4 states, "the mixed-use provisions in the C-MU zoning district along US. Highway No. 1 between Yacht Club Drive and the Earman River, which are intended to evolve that district into a mixed-use development pattern that remains predominately commercial along US Highway No. 1." Due to this being the first mixed-use project being proposed in the new C-MU district, the development pattern will remain primarily commercial.

The project is consistent with the density allowed within commercial land use designations in the Comprehensive Plan. Policy 1.B.1.3 allows a maximum density of 24 units per acre, with a workforce housing bonus of an additional 12 units per acre. The project is also consistent with Policy 1.A.1.b, which requires the provision of 5% of a site's land area for recreation and open space, through the creation of public plazas, which will be used for public events such as farmer's markets and food truck nights. The applicant is providing 7% of the site's area for this provision.

The project will also create a more walkable and pedestrian friendly environment and accomplish goals in the Comprehensive Plan and Citizen's Master Plan. The project is consistent with Policy 6.3, which states that "Development and redevelopment activities shall be transit-ready by maintaining access to Palm Tran, pedestrian accessibility by sidewalks and bikeways, and connectivity with neighboring residential and commercial areas." Additionally, Policy 4.5 states, "The Village shall promote mixed-use development along its major transportation corridors, and cooperate with Palm Beach County to develop new and improved forms of transit as a means of reducing greenhouse gas emissions resulting from traffic congestion."

### D. Standards of Review

There are several relevant code sections that the Planning Commission shall consider during the review of this project, including, but not limited to:

### Sec. 6-36. - Powers and duties of planning commission concerning the appearance code.

The planning commission shall have the following powers and duties:

- 1. To hold public hearings on and make recommendations for amendments to the appearance plan.
- 2. To consult with and cooperate with other committees and village departments, and any other municipal or governmental bodies, on matters affecting the appearance of the village.
- To study exterior design drawings, landscape and site plans and materials for any proposed public works or public improvements and to make recommendations to the council or village manager as to the architectural or aesthetic aspects thereof.
- 4. To study and review preliminary and final plats and make recommendations to the village council.

5. To hold site plan and appearance review hearings, when required, and to issue or deny site plan and appearance approval for multiple-dwelling, commercial, mixed-use, and industrial buildings pursuant to the provisions of this division and the appearance plan in Appendix A of this Code.

### Sec. 6-58. - Action of planning commission.

Upon consideration of an application, the planning commission shall issue site plan and appearance approval upon a finding that the plan conforms to the village appearance plan and other applicable land development regulations. This approval may contain special conditions in response to unusual aspects of the application or to ensure that the approval carries out village policies and codes without undue permitting delays. If the planning commission determines that these criteria are not met, the planning commission may provide such advice, counsel, suggestions and recommendations as it may deem necessary to guide the prospective applicant in the development of a plan which would comply with the requirements and purposes of the appearance plan and other village land development regulations.

### Section 45-51- Waivers

- 1. In the C-MU and C-NB zoning districts, waivers may be requested from certain regulations in this Code. An applicant requesting a waiver shall demonstrate that the waiver provides a public benefit, including, by way of example, high-quality architectural design, pedestrian amenities, not cost dedication of rights-of-way, construction of public parking, public art or other improvements adjacent to the property, preservation of environmentally-sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on village services.
- 2. An application for such waiver may be made by any property owner or tenant or by a governmental office, department, board or bureau. Such applications shall be filed with the community development director of the village, using forms supplied by the director, who shall transmit the same, together with all the plans, specifications, application materials, and other papers pertaining to the application, to the planning commission. The applicant shall identify each waiver request in writing as part of the application, fully explaining the nature of the request, the extent to which it departs from a standard zoning regulation, and the basis for which it is sought.
- 3. The planning commission will hold a public hearing in conjunction with the site plan and appearance review hearing for the subject property (see sections 6-30—6-60). When evaluating waiver requests, the planning commission will consider the following factors and any additional criteria set forth in the relevant zoning district:
- a. The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived;
- b. Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded:
- c. Whether the request clearly demonstrates the public benefits to be derived;
- d. Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the Village's Appearance Plan;
- e. Whether the requested waiver can be granted in the zoning district;
- f. Any unusual circumstances regarding the property or immediate area, including the location of power lines, specimen trees, or shade trees;
- g. The effect of approving or denying the waiver on the development project and on the surrounding area;

- h. Consistency with the comprehensive plan;
- i. Recommendations of village staff;
- j. Testimony from the applicant; and
- k. Testimony from the public.
- 4. At the end of the public hearing, the planning commission will make a decision on each requested waiver. Approval is contingent on the planning commission making these findings and any additional findings set forth in the relevant zoning district:
- a. The alternate standard proposed by the applicant is acceptable for the specific site and building:
- b. The proposed waiver does not detract from the design principles supporting these zoning districts and the broader intent of this Code;
- c. The proposed waiver will not be injurious to surrounding properties or nearby neighborhoods; and
- d. The proposed waiver is not inconsistent with the Comprehensive Plan.
- 5. The planning commission's action on waivers will be considered a recommendation to the village council instead of a decision if a special exception was requested along with one (1) or more waivers, or if a waiver was requested for an extra story pursuant to 45-31.E.4, or if the concurrent site plan and appearance decision is appealed in accordance with section 6-35. The village council will make a decision on such waivers at the same time that a decision is made on all other aspects of the application.

### V. CONCLUSION

Staff has analyzed the application to the requirements of the Village's Comprehensive Plan and Code of Ordinances and recommends approval of the site plan with waivers. If the Planning Commission decides to approve the application, staff recommends the addition of the following conditions of approval to the development order:

### Proposed Conditions of Approval:

- 1. Prior to certificate of occupancy, owner shall provide rental rates and breakdown of workforce housing units for review and approval by the community development department and Village Attorney. The workforce housing units shall be consistent with Policy 1.B.2 of the Comprehensive Plan. The owner shall submit the rental rates and a breakdown of workforce housing units for review and approval by the community development department on or before January 1st of each year subsequent to the year in which the Village issues the certificate of occupancy.
- 2. The property owner shall host a minimum of 6 farmers market or food truck event's. If the required number of monthly events is not held by the property owner, the Village shall be granted ability to provide one event once per month in coordination with the property owner. All such events shall be open to the public.
- 3. The owner shall not be permitted to utilize amplified music on the amenity deck. The use of amplified music shall require a special event permit from the Village.
- 4. Prior to certificate of occupancy, the property owner will make a payment of \$125,000 to the Village for improvements to the public realm, including, but not limited to the future construction of a new road on the south side of the property.

- 5. Per 45-31.E.4, rooftop facilities shall be sufficiently screened from the street and adjacent properties. Adequate trees, shrubs, or greenspace shall be provided on any active rooftop facility. A rooftop planting plan and location plan for any speakers shall be provided prior to issuance of vertical building permit for the parking garage building.
- The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with oaks that are the largest caliper that is reasonably available from local nurseries.
- 7. Approval shall be obtained from Florida Power and Light (FPL) for the undergrounding of powerlines and utilities and all work shall be completed prior to commencement of vertical construction.
- 8. No parking signs shall be added along the alley in the transportation easement prior to certificate of occupancy.
- 9. There shall be no parking in the seven-foot transportation easement in the driveways of the townhomes.
- 10. Irrigation plans shall be provided prior to approval of the first infrastructure permit.
- 11. A permit shall be obtained from Seacoast Utility Authority prior to the first infrastructure permit.
- 12. All infrastructure, including but not limited to fire hydrants, street lights, storm drains, etc. proposed on the approved site plan shall be maintained by the property owner. Fire hydrants shall be installed, tested and in service prior to construction, and a stabilized fire department access road shall be installed and maintained prior to and throughout construction.
- 13. Prior to the issuance of the first infrastructure permit, Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form and in an amount approved by the Village Attorney to assure completion of on-site roadways, drainage and utility improvements. As improvements are completed and accepted by the Village, the amount of the performance bond, letter of credit, escrow agreement or other acceptable surety may be reduced by a proportionate amount as determined by the Village Manager in consultation with the Village Engineer.
- 14. The property shall be platted with the proposed access easements, utility easements and the dedication of right-of-way to the Village and the plat shall be approved by the Village Council and recorded in the public records prior to the issuance of a certificate of occupancy.
- 15. Prior to issuance of the first building permit for vertical construction, the Applicant shall revise plans to provide details of lighting fixtures that utilize dark-sky friendly techniques where feasible.
- 16. Any deviations to the approved site plan shall be governed by Section 6-59(4) of the Village Code of Ordinances.
- 17. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village staff and following the procedures outlined in Section 21-104 of the Village Code of Ordinances.
- 18. Live/ work units shall be maintained for two years. If there is no tenant occupancy after that time, the units can be converted to residential space only. The live/work units can be converted to non-office commercial use at any time subject to review by the Community Development Director to ensure that sufficient parking is provided.
- 19. Live/work units are required to obtain a business tax receipt from the Village prior to operating the business
- 20. The commercial space and the live/work units adjacent to the two pedestrian plazas are intended to attract the general public to the area. Live/work units in these locations are appropriate if they provide services, entertainment, and/or retail sales for the general public. The commercial space and live/work units adjacent to the pedestrian plazas shall not be used for non-service-related office

- space. Permitted uses will be reviewed and approved by the Village Manager and Community Development Director.
- 21. The Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included as formal conditions.
- 22. The conditions of approval shall be binding on the Applicant and its successors in interest and assigns and a violation of such conditions shall constitute a violation of the Village Code of Ordinances and may be enforced by the Village as set forth in Article VI, Chapter 2 of the Village Code or as otherwise authorized by law.

### Attachments:

Exhibit A: Market Study Materials

Exhibit B: Memo From Traffic Consultant Susan O'Rourke, P.E.

Table 27: Office Market Profile—Village of North Palm Beach, 2007—2020

		1	Nat	National Recession & Recover	n & Recovery										Chang	Change: 2007-2020	
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total	Ann'l Ava.	% CAGR
Office																	
Inventory 4s % of County	1,093,972	1,093,972	1,093,972	1,093,972	1,069,972	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	(12,676)		
No. of Buildings/Centers	89	89	68	68	67	68	68	68	68	.9%	68	68	68	68			
Vacant Stock	120,952	159,698	207,598	237,991	216,396	205,188	214,995	158,369	103,741	74,598	77,610	103,822	123,497	122,772	1,820		
Vacancy Rate	11.1%	14.6%	19.0%	21.8%	20.2%	19.0%	19.9%	14.6%	89.6	%6.9	7.2%	9.6%	11.4%	11.4%			0.5%
Net Absorption:	(62,539)	(38.746)	(47,900)	(30,393)	(2,405)	22,532	(9,807)	56,626	54,628	29,143	(3.012)	(26,212)	(19.675)	725	(77 035)	(5,503)	
Past 5 Years													H		(19,031)	(3,806)	
Construction Deliveries	1	•	i		٠	11,324	ı.	, it	ú	á	ì	ì	è	ú	11,324		
Gross Rent/SF	\$ 24.87	\$ 23.42	\$ 20.16	\$ 19.14 \$	18.65 \$	18.31 \$	19.34 \$	21.17	21.22 \$	21.69 \$	26.35	24.02	22.81	\$ 24.89			-0.7%
Average Annual % Change	,	-5.8%	-13.9%	5,195	-2 8%	4 600	2.6%	9.5%	0.2%	2.2%	21.5%	-8,8%	-50%	9.1%			
Base Rent/SF (NNN)	\$ 18.52	\$ 17.34	\$ 16.16	14.66 \$	15.33 \$	15.17 \$	15.49 \$	17.13 \$	17.31 \$	18.21 \$	21.04	18.39	18.83	\$ 20.50			0.1%

Source: CoStar, Inc.; WTL+a, May 2021.



Table 29: Summary of Area Retail Inventory—by Sub-district, 2020

		_	Total Re	tail Space		Vacant	Space	
No.	Subarea	Approximate Length (In Miles)	In SF	As % of Total	No. of Retail Businesses	In SF	% Vacant	No. of Vacant Spaces
Town	n of Lake Park (Municipal Boundaries Only)							
1	Downtown Lake Park	0.62	139,432	7%	53	37,080	27%	9
2	Congress Avenue Corridor	0.86	514,195	26%	11	2	0%	
3	Northlake Boulevard (South Side Only) (1)	1.64	942,717	48%	284	93,129	10%	
4	U.S. Route 1	0.82	363,639	19%	388	186,306	51%	
Subt	otal:		1,959,983	23%	736	316,515	18.1%	
Norti	h Palm Beach							
5	Northlake Boulevard (North Side Only) (2)	1.31	565,655	31%	128	16.458	3%	6
6	Old Dixie Highway/SR 811 (East/West Sides) (3,	0.58	285,656	16%	62	40,048	14%	-
7	U.S. Route 1 (North of Northlake) (4)	2.58	962,495	53%	194	216,352	22%	100
Subt	otal:		1,813,806	27%	384	272,858	15.0%	
Selec	eted Nearby Retail Concentrations							
8	PGA Blvd (Mall Entrance East to U.S. 1)	1.51	419,967	15%	83	25,335	3%	4
9	Malls & Surrounding Areas (5)	-	2,193,966	76%	216	532,712	73%	
10	U.S. Route 1 (NPB Boundary to PGA Blvd.)	0.30	279,415	10%	36	171,528	24%	
Subto	otal:		2,893,348	12%	335	729,575	25.2%	
TOTA	AL:		6,667,137	100%	1,455	1,318,948	10.8%	136
								Plus Others

Field estimates may not exactly match properties & jurisdictions, but reflect total square footage of existing retail

Source: RDS LLC; Palm Beach County Property Appraiser; WTL+a, revised September 2021.

As noted above, within Lake Park, there are four retail subareas:

- Downtown Lake Park—Approximately 0.62 miles in length and containing approximately 140,000 sq. ft. of retail space (7% of the Town's total) along Park Avenue—from 5th Street to 10th Street—and northwest of the traditional downtown
- Congress Avenue—Northwest of downtown Lake Park, between Silver Beach Road on the south and N. Killian Drive on the north (approximately 0.86 miles in length), and containing multiple Big-Box stores (Target, Walmart, Kohl's, and Lowe's), with almost 514,000 sq. ft. of retail (26% of the Town's total)

⁽¹⁾ Includes the south side of Northlake Boulevard located in Lake Park.

⁽²⁾ Includes the north side of Northlake Boulevard, from I-95 to U.S. 1, in North Palm Beach.

⁽³⁾ Includes Prosperity Farms Road.

⁽⁴⁾ Includes north of Northlake Boulevard to Juno Road in Juno Beach; includes retail properties located within North Palm Beach and selected adjacent retail in neighboring jurisdictions.

⁽⁵⁾ All malls and retail locations from I-95 on the west to Kew Gardens Avenue on the east; PGA Boulevard on the south and Gardens Parkway on the north. Vacant spaces not verified.



December 6, 2021

To: Jeremy Hubsch

From: Susan E. O'Rourke, P.E.

Re: 200 Yacht Club Drive

- The proposed project would generate 1,282 daily trips, 89 am peak hour trips and 107 PM peak
  hour trips. There are existing uses that generate traffic but reflect the declining use of the site.
  However, in the past, the site was part of a vibrant development to include restaurants and
  office space. At that time the site generated an estimated 1,914 daily trips, 209 am peak hour
  trip and 189 PM peak hour trips. The proposed development will generate less traffic than what
  was previously developed on the site. (See attached table)
- 2. The intersection of US 1 and Yacht Club Drive was analyzed by the applicant's traffic engineering and reanalyzed at our request. There will be some delay with an expected queues of 5 to 6 vehicles. However, the overall intersection level of service is very good. If travel patterns change, the signal timing could be adjusted to give a little more time to the westbound movement.
- 3. There is an existing alley east of the project. The alley is approximately 20 feet wide with utility poles and parking spaces bordering its edges. The project anticipates a low level of usage of the alley with 5 to 6 vehicles using the alley in the peak hours. By design, alleys are intended for secondary use and very low speeds. The 20 feet allows for two- way travel. While the utility pole and parking provide visual narrowing which encourages drivers to operate at lower speeds. There will likely be pedestrians and bicyclist travel as well. These features will prevent the alley from becoming a higher speed alternative to US 1. Widening of the alley would encourage additional volume at higher speeds.

Prepared by:

O'Rourke Engineering and Planning Certificate of Authorization: #26869

22 SE Seminole Street

Stuart, Florida 34994 772-781-7918 Professional Engineer

Susan E. O'Rourke, P.E.

Date signed and sealed: 12/6/2021

License #: 42684

Table 1 - Trip Generation

Table In: Daily

Land Use	ITE Code	Intensity	Units	ITE Code Intensity Units Trip Generation Rate	Direc	Directional Split	9	Gross Trips		Int	Internalization Trips	tion Tri	bs	Net I	Net External Trips	rips	Z	Net New Trips	bs
					In	Out	In	Out	Total In Out Total	In	Out	Total	%	Į,	Out Total	Total	In	Out	Total
General Office Building	710	11,060	Sft	11,060 Sft. Ln(T) = 0.87Ln(X) + 3.05 50%	20%	%05	85	86	171	12	54	99	38.6%	73	32	105	73	32	105
High-Tumover (Sit-Down) Restaurant	932		250 Seats	T=4.37(X)	%05	20%	546	547	1,093	31	7	38	3.5%	515	540	1,055	515	540	1,055
High-Turnover (Sit-Down) Restaurant	932		179 Seats	s T=4.37(X)	20%	20%	390	392	782	23	5	28	3.6%	367	387	754	367	387	754
TOTAL							1,021	1,625	2,046	99	99	132		955	959	1,914	955	959	1.914

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Cade	Intensity	Units	ITE Code Intensity Units Trip Generation Rate	Directional Split	rectional Split	9	Gross Trips		Int	ernaliza	Internalization Trips	Sd	Net E	Net External Trips	rips	N	Net New Trips	Sd.
					In	Out	II.	Out	Total In Out Total	In	Out		%	Į,	Out	Total	- Lu	Out	Total
General Office Building		11,060	Sft	710 11,060 Sft T=0.86Ln(X)+1.16 88%	%88	12%	22	3	25	3	2	5	1.0	19	-	20	161	1	20
High-Turnover (Sit-Down) Restaurant	932		250 Seats	T=0.45(X)	\$2%	48%	59	54	113	-	2	3 2.7%	2.7%	58	52	-	28	52	110
High-Turnover (Sit-Down) Restaurant	932		179 Seats	T = 0.45(X)	\$2%	48%	42	39	81	-	1	2 2.5%	2.5%	41	38	79	41	38	79
TOTAL						M	123	96	219	w	S	10		118	16	209	118	16	209

Source: ITE 11th Edition Trip Generation Rates

Table Ic: PM Peak Hour

Land Use	ITE Code	Intensity	Units	TTE Code Intensity Units Trip Generation Rate	Directional Split	rectional Split	3	Gross Trips		ų.	ternaliza	Internalization Trips	ips	Net 1	Net External Trips	rips	Ň	Net New Trips	ps
					In	Out	In	Out	Total	In	In Out Total	Total	%	Į,	Out	Total	In	Out	Total
General Office Building	710	11,060	Sft	710 11,060 Sft Ln(T) = 0.83Ln(X) + 1.29 17%	17%	83%	5	22	27	2	I	60	11.1%	m	21	24	3	21	24
High-Turnover (Sit-Down) Restaurant	932	250	250 Seats		21%	43%	56	42	86	-	1	2	2.0%	55	41	96	55	14	96
High-Turnover (Sit-Down) Restaurant	932		179 Seats	T = 0.39(X)	57%	43%	40	30	70		П	1	1.4%	40	29	69	40	29	69
TOTAL							101	94	195	6	m	9		86	16	189	86	16	189

Source: ITE 11th Edition Trip Generation Rates



### VILLAGE OF NORTH PALM BEACH PLANNING COMMISSION REGULAR MEETING MINUTES TUESDAY DECEMBER 7, 2021

Present:

Cory Cross, Chairman

Donald Solodar, Vice Chair Thomas Hogarth, Member Jonathan Haigh, Member Kathryn DeWitt, Member Nathan Kennedy, Member

Not Present:

Scott Hicks, Member

Len Rubin, Village Attorney

Jeremy Hubsch, Community Development Director

Alex Ahrenholz, Principal Planner Andrew Lukasik, Village Manager

Council Members:

David Norris, Mark Mullinix

#### I. CALL TO ORDER

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

#### A. ROLL CALL

All members of the Planning Commission were present except Mr. Hicks, who will be participating via Zoom but will not be able to vote.

#### II. APPROVAL OF MINUTES

The Minutes of the November 9, 2021 Regular Meeting were approved as written.

#### III. DECLARATION OF EX PARTE COMMUNICATIONS

The Planning Commission Members met individually with the applicant of the 200 Yacht Club Dr. project.

#### IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

#### A. RECOMMENDATIONS TO VILLAGE COUNCIL

#### 1. 2020-2238, 200 Yacht Club Drive

Application by Robbins NPB LLC, for a 206 unit multifamily development with 1,578 SF commercial and 4 live-work units.

Village Manager Andrew Lukasik provided opening comments on the project as it is the first application to be brought forth under the provisions of the new code. In 2016, a charrette process was held to create a Master Plan for the Village, based on resident's input. A Form Based Code was created in 2018 to visualize the revitalization of US 1, increase economic redevelopment, reusing properties that have lost their usefulness, and provide incentives for development. In the Fall of 2020, the Code was adopted. It is important to highlight the components of this project that support the objectives of the Master Plan and the Code.

Ken Tuma, Urban Design Studio, 610 Clematis St. #CU02, West Palm Beach, was present to represent the project. He explained the plan includes compact, mixed-use buildings, new rental units, and active live/work units. The architecture is consistent with the Florida Vernacular style, one of the suggested architectural styles in the Village's new Architectural Guidelines. The site has been designed to have multiple structures with varying rooflines and building heights. The buildings have been pushed closer to US-1, in order to conceal parking from US-1 and to create additional separation from single-family residential dwellings to the east. Public courtyards are located along US-1 that will be lined with commercial uses and active live-work units. Adjacent to the courtyards will be a multi-use roadway that can hold special events, such as food truck night's or farmer's markets. The project will also have a rooftop pool, clubhouse, fitness center, yoga studio, bocce court, and co-working space, in addition to the adjacent commercial uses and public courtyards.

The project is providing a 20-foot access easement for a future street at the south end of the property, and also includes significant pedestrian amenities, such as new bench and seating area for the Palm Tran bus stop at the US-1 and Yacht Club Drive intersection, an expanded sidewalk from 5 feet to 8 feet along US-1, undergrounding of utilities, and a donation of \$125,000 to the Village to facilitate the future construction of a new road on the south side of the project.

Mr. Tuma stated that they are requesting five (5) Waivers. 1. A waiver to allow 5 stories rather than 4 stories, allowing an additional story that is 60% of the floor area below, for a 30% variation from the floor area permitted without a waiver; 2. A waiver to increase or reduce the storefront building frontage allowances; 3. A waiver to allow one (1) building identification sign on a non-street frontage for Building C; 4. A waiver to remove the 25 foot setback requirement for building wall signs as front building has a setback of 0 feet due to code-required build-to-zones; and 5. A waiver to allow landscaping and courtyards to encroach into the seven (7) foot sidewalk easement along the US 1 frontage. He provided detailed explanations for why the requested waivers are consistent with the waiver standards within Section 45-51 of the Village Code.

The Chairman opened the floor for public comments.

Mr. Ralph Gould, 907 Marina Dr. #307, spoke in favor of the project.

Ms. Diane Smith, 37 Yacht Club Dr. #204, spoke in opposition to the project.

Mr. Chris Ryder, 118 Dory Rd. S., spoke in opposition to the project.

Ms. Peggy Girard, 52 Yacht Club Dr. #104, spoke in opposition to the project.

Dr. Kevin Dyer, 52 Yacht Club Dr. #302, spoke in favor of the project.

Ms. Donna Harshaw, 143 Yacht Club Dr. #5, spoke in opposition to the project.

Mr. Bill Rose, 36 Yacht Club Dr. #106, spoke in opposition to the project.

Mr. John Signorino, 873 Fathom Rd. W., spoke in opposition to the project.

Ms. Patricia Williamson, 849 Fathom Rd. W., spoke in opposition to the project.

Jenn & Billy Baynes, 867 Fathom Rd. W., spoke in opposition to the project.

Mr. Ryan Nagel, 136 Cruiser Rd. S., spoke in opposition to the project.

Ms. Debra Cross, 2560 Pepperwood Circle S., spoke in opposition to the project.

Mr. Mike Bie, 907 Marina Dr. #110, spoke in opposition to the project.

Mr. Devon Kirkpatrick, 148 Yacht Club Dr. #3, spoke in opposition to the project.

There being no further public comments, the Chairman closed the public comments.

Mr. Tuma and Mr. Hubsch addressed the comments from the public.

Mr. Bryan Kelley, P.E., Simmons & White, 2581 Metrocentre Blvd. #3, West Palm Beach, also addressed the comments from the public on behalf of the project.

Ms. Susan O'Rourke, P.E., O'Rourke Engineering & Planning, 696 S.E. Federal Highway #102, Stuart, addressed comments from the Planning Commission.

Mr. Joe Gomes, Spina O'Rourke, 285 Banyan Blvd., West Palm Beach, addressed comments from the Planning Commission.

Mr. Jamie Parish, Simmons & White, 2581 Metrocentre Blvd. #3, West Palm Beach, addressed comments from the Planning Commission.

The Planning Commissions members discussed what the motivation is for the live/work units as opposed to commercial space; whether there are any local examples of live/work communities; primarily residential development with some commercial built in, after two year if no tenant, turn into rental unit or a passive use; not in favor of Condition #18; whether the applicant would need to come back to Planning Commission for a site plan amendment to turn the live/work units in to residential units; what is the trash/refuse collection plan; whether there is a condition that references annual rentals and not short term rentals; whether the condition of six (6) special events is limited to per year or per month; whether the construction of a one lane road at the south end of the project is an option; whether there is potential for improving the function of the left turn on to Yacht Club Dr.; whether there can be a secondary loop detector can be added should a large of vehicles stack up at the light on Yacht Club; whether there are balconies facing the alley; whether there will be lighting proposed for the alley/photometric plan; expressed concern for the width of the sidewalk and easement along US 1; concern over Condition #18 and the two (2) year limit on non-occupancy; whether there is an opportunity to create a more business friendly plan in line with the Master Plan; whether a conceptual plan can be submitted that design details of the 20 foot one lane road; whether a study was completed to include traffic generated for two (2) restaurants and the office building; whether the lighting on the recreation deck will spill over onto other properties; what conditions are in place to mitigate sound at the pool area; how will the trash be emptied from each building and the commercial areas; and how will the water runoff be handled with the addition of asphalt and rooftops, and how will it compare with the current runoff conditions.

Motion: Mr. Haigh moved to approve the application with Staff's conditions, and the modifications to Condition #18 that active live/work units be maintained for two (2) years. If there is no tenant occupancy after that time, the units can be converted to passive live/work units. The work units can then be converted to non-office commercial units at any time, subject to review by the Community Development Director to ensure sufficient parking is provided. Add the condition that rental units are leased for a minimum of one (1) year and prohibited from being sub-leased. Add the condition that the Applicant provide a conceptual cross section for the Right of Way for the alley way/street dedication on the south end of the property line. Modify Condition #5 to eliminate the residential courtyard encroachment in to the seven (7) foot easement. Landscape will only be allowed. Mr. Solodar seconded the motion, which passed 5-1 with Mr. Hogarth voting nay.

2. 2021-0688 Prosperity Village Final Plat

Application submitted by Prosperity Village Development LLC for final plat review of the approved eleven lot subdivision.

Principal Planner Alex Ahrenholz presented the final plat for Prosperity Village. The Village Council approved the preliminary plat. The wording of the easement dedications is the only change. There were not any physical changes required to amend site design after approval of the subdivision plan and preliminary plat. Seacoast Utility Authority additionally had comments to slightly amend the size and location of the easements being dedicated to them. All changes have been added as requested. Staff recommends approval.

The Planning Commissions members had no discussion.

Motion: Ms. Dewitt moved to approve the Final Plat for Prosperity Village. Mr. Solodar seconded the motion, which passed 6-0.

#### B. SITE PLAN AND APPEARANCE REVIEW

1. 2021-1775 Public Storage

Application by Interstate Signcrafters Inc. for replacement of building wall sign, monument sign, and paint colors.

Principal Planner Alex Ahrenholz presented the Staff's report and recommendation. The request submitted is for the replacement of the Public Storage building and ground signs and updated building paint colors. There was a master sign plan established for the tenant spaces to the East and West of the main self-storage entrance. The Public Storage Signage was included as a separate item within the master signage plan since it was large illuminated channel letters and not a small cabinet sign. Because the request is to amend the type of signage from the existing, as well as include new paint colors, approval from the Planning Commission is needed. The panel is proposed to be PS orange and the channel letters will be white and internally illuminated to match the national branding change from the existing orange. The sign will be in the same location as the existing sign, mounted at 18 ft and exactly at 55 SF, which is a maximum allowed. The monument sign is proposed to remain in the same location, with the existing base. The cabinet on top will be replaced with the same look and colors as the building sign, but the corners will be rounded. The letters will be white and the background the PPG PS Orange. The base will be painted PPG 1024-1 Off-white, which will be similar to the new building paint color. The building paint colors are also changing from the existing beige with green accent shutters to PPG Winter Mood for the façade and Moth Gray for the shutters and trim. There will be no architectural changes to the façade, and all landscaping will remain. Staff does not recommend any conditions of approval.

The Planning Commissions members discussed a dislike of cabinet signs, and whether the Planning Commission should encourage future monument sign changes to have more architectural details.

Motion: Dr. Kennedy moved to approve the application as submitted. Mr. Haigh seconded the motion, which passed 6-0.

#### C. BOARD OF ADJUSTMENT

1. 932 Shore Dr. Appeal - Continued to January's meeting

Application submitted by NP Management LLC for an appeal to the administrative denial of permit 2021-1516.

#### V. ADMINISTRATION MATTERS

#### A. Staff Updates:

Next meeting would be January 4, 2022. Staff is recommending moving it to January 11th to accommodate those traveling from the holidays. Planning Commission members requested the meeting start at 7:00 PM on the 11th to accommodate scheduling conflict of a few of the members.

#### B. Commission Member Comments:

- The Planning Commission commended staff for the excellent work they did regarding the 200 Yacht Club Dr. project.
- Recommendation that the new Code be reviewed with several waivers having been approved with the 200 Yacht Club Dr. project.
- Discussion regarding the US 1 lane reduction plan.

#### VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 9:44 PM.

Minutes typed by Jane Lerner

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SUBJECT: TRAFFIC, DENSITY & ENVIRONMENTAL CONCERNS AT

200 YACHT CLUB DR., NPB, FL.

TO: MEMBERS OF THE NPB PLANNING COMMITTEE

DATE: SEPT. 6, 2022

FROM: ROBERT STARKIE, 36 Yacht Club Dr., #207, NPB, FL.

 Committee Members... When evaluating the developer's application for 200 YCD, please look at the bigger impact picture, and not just this one development. Consider the overall scenario and what the cause and effects will be.

- This IS NOT what the people envisioned from the Master Plan at the corner of the Village's primary north/south roadway.
- While there are many factors to consider on YCD... gas station, car wash, dead-end street, marina with food truck, re-development of Camelot site, Country Club parking issues, etc... (START READING BELOW:)

## I want to focus on traffic issues:

- 1. Plans for 200 YCD has both <u>INgress</u> & <u>Egress</u> onto YCD which will cause excessive volumn and traffic problems on... a Dead End Street.
- 2. <u>Traffic must be mitigated to get it OFF of YCD and ONTO US-1.</u>

- 3. The buildings which were originally on these parcels <u>had</u> 6 entrances/exits <u>ONTO</u> US-1. Now, we MIGHT have one exit or None.
- 4. The traffic report compiled for the Village in 2019 states DOT had concerns with the Level of Service on US 1. It mentions the EXISTING east (E) and west (W) bound level of service at YCD and US-1 was an "E" Level of Service... which is defined as "UNSTABLE FLOW AT OR NEAR CAPACITY LEVELS WITH POOR LEVELS OF COMFORT AND CONVENIENCE.
- Traffic Impact Statement from Simmons & White dated
   7.11.2022 was prepared for Robbins the Developer
  - This report indicated traffic on Yacht Club Dr:

1. Existing Daily Traffic Generation = 112 trips per day (tpd)
2. Proposed Development = 1,207 tpd
3. Equals New Trips of = 1,095 tpd

Note: <u>The difference in trips between the existing and proposed</u> developments will **impact traffic on YCD to Over 10-Fold trips per day. Too much volume**.

- 6. What needs to be changed is... INGRESS ONLY from YCD into the proposed development; and, EGRESS ONLY from the development ONTO US-1. HOWEVER, I have doubts about the traffic concerns even with this in place.
- 7. When the Draw Bridge opens, most times traffic backs up to YCD; <u>and</u>, we are now talking about *reducing* US-1.
- 8. In a letter from Larry Hymowitz dated 9.18.2020 from the Florida DOT had the following to say in response to the proposed changes to the Village Comprehensive Plan...

QUOTE: The Village's transmittal did not include a traffic analysis of the maximum buildout potential of the proposed amendments. The Department is concerned that overbuilding and insufficient land use balance (too much commercial or too much multifamily residential) could result in deteriorated level of service conditions on US-1. It is important that US-1 will have the capacity to function as the Village's primary north/south arterial roadway in the future.

- Was a Village Traffic Analysis ever submitted?
- Did the Village ignore the FDOT concerns?

(Abt. 3 Min.)

## In Conclusion

- (A) The convergence of these problems, without a fully vented solution, leads us to ask for a denial or, at the very least, a delay or postponement of this applicant's request.
- (B) While we are not against development, we feel this is not the right design for this corner. We would like you to consider redesigning the <u>Ingress & Egress</u> for this project as it was previously provided by the FDOT with the 6 curb cuts on US-1.
- (C) As private citizens, we are trying to "Protect Our Quality of Life" as stated in the Master Plan, and we ask for your help.

*****

#### Situation Analysis

- Too many new people... X
- Too many cars... X
- Too many units... plus
- 500 units exist on YCD... plus
- Full scale Marina... plus
- US-1 & YCD intersection... plus
- Timing of Bridge... plus
- The ONLY exit for ALL Residents on YCD... "IS" Yacht Club Drive!

**EQUALS COMPOUNDED PROBLEMS** 



### VILLAGE OF NORTH PALM BEACH PLANNING COMMISSION REGULAR MEETING MINUTES TUESDAY AUGUST 2, 2022

<u>Present:</u> Cory Cross, Chairman

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

Len Rubin, Village Attorney

Alex Ahrenholz, Principal Planner, Acting Community Development Director

Council Member: Mark Mullinix

#### I. CALL TO ORDER

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

A. ROLL CALL

All members of the Planning Commission were present.

#### II. DECLARATION OF EX PARTE COMMUNICATIONS

The following Members declared Ex Parte Communications with the applicant of 200 Yacht Club Dr., Members of the Village Council and Village residents regarding 200 Yacht Club Dr.

Cory Cross Donald Solodar Kate DeWitt Scott Hicks Nathan Kennedy

#### III. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

#### A. APPROVAL OF THE MINUTES

The Minutes of the June 7, 2022 and July 5, 2022 Regular Meetings were approved as written.

#### B. SITE PLAN AND APPEARANCE REVIEW

#### 1. **824 US Highway 1**

Application by Lissette Rivera for amendment to building paint colors

Mr. Ahrenholz presented the staff report and recommendations. Work on this office building has been completed without a permit. The walls were previously white with a pale yellow color painted on the banding that runs around the perimeter of the building immediately above the ground floor/garage and at the roofline of the top floor. The new building color is Sherwin-Williams Extra White (SW 7006) with banding painted in Benjamin Moore Marina Gray (BM 1599). Staff recommends approval with no conditions.

Discussion by the Planning Commissions members included how a building this size could be painted without enforcement from the Village.

Mr. Arhenholz explained that Code Officers did advise the property management that a permit and approval was needed for their painting project and to stop working.

Motion: Ms. DeWitt moved to approve the application as submitted. Dr. Kennedy seconded the motion, which passed 7-0.

#### 2. Super 8 Motel

Application by S.B. Patel for the addition of a freestanding metal awning

Mr. Ahrenholz presented the staff report and recommendations. There is an existing freestanding metal roof over the walkway immediately south of an entry to the motel lobby. It was installed a few years ago to protect customers from weather conditions. The Motel is proposing to duplicate an aluminum metal roof, like for like in material, color and dimensions, located over the walkway immediately north of motel lobby adjacent to an entry door, also to protect customers from weather conditions.

Staff proposes one condition of approval:

1. The awning shall match the existing awning in color and material

The Planning Commissions members discussed how far out from the building does the awning go; whether the awning runs from the lobby to the guest rooms; whether the existing awning was subject to the approval process originally; whether the proposed awning will match the existing awning; whether the applicant is agreeable with the condition of approval; whether the set back off of Anchorage Dr. in in compliance; and whether the awning will be flush with the

Motion: Mr. Hogarth moved to approve the application with Staff's condition of approval. Mr. Hicks seconded the motion, which passed 7-0.

#### 3. **200 Yacht Club Drive**

Application by Robbins NPB LLC, for a 181 unit multifamily development with 1,578 square feet of commercial

Mr. Rubin explained the Quasi Judicial Order of Procedure and time limits for presentation of the application.

Ken Tuma, Urban Design Studio, 610 Clematis St. Unit CU-2, West Palm Beach, represented the applicant. He introduced for the records the resumes of the potential experts and speakers that may speak; the Staff Report dated 12/7/2021; and the Minutes of the 12/7/2021 Meeting. He also requested to reserve time at the conclusion of the Public Hearing to allow their attorney, Brian Seymour, to cross examine witnesses.

Mr. Tuma proceeded with his formal presentation. He detailed the current changes made since the 12/7/2021 Planning Commission Meeting:

- 1. Building height reduced by 1 floor (5 stories to 4 stories)
- 2. Reduced the number of units to 177 (206 units to 177 units)
- 3. Construct 10 ft. access easement on south side (new street to easement), and
- 4. Four live/work units converted to all commercial space

Rob Rennebaum, Traffic Engineer, Simmons & White, 2581 Metrocentre Blvd, Ste. 3, West Palm Beach, presented the traffic study results for US 1 and Yacht Club Dr. He also stated that former Village Manager Andy Lukasik personally conducted his own traffic study in January 2022 which was presented to Mr. Rennebaum.

Mr. Ahrenholz, Interim Community Development Director, presented the Staff Report. He provided a detailed update of the project since the December 7, 2021 meeting. The Planning Commission had approved the request by a 5-1 vote at that meeting. Due to concerns from residents expressed to the Village Council, the applicant decided to redesign the project and eliminate the 5th floor waiver request. Without that request as part of the application, the project is no longer required to be approved by the Village Council. Because the project has been redesigned from the originally approved request, the application is back before the Planning Commission for final approval. Staff recommended the addition of 23 conditions of approval be to the development order:

- 1. Prior to certificate of occupancy, owner shall provide rental rates and breakdown of workforce housing units for review and approval by the community development department and the Village Attorney. The workforce housing units shall be consistent with Policy 1.B.2 of the Comprehensive Plan. The owner shall submit the rental rates and a breakdown of workforce housing units for review and approval by the community development department on or before January 1st of each year subsequent to the year in which the Village issues the certificate of occupancy.
- 2. The property owner shall host a minimum of 6 farmers market or food truck events per year. If the required number of monthly events is not held by the property owner, the Village shall be granted ability to provide one event, once per month, in coordination with the property owner. All such events shall be open to the public.
- 3. Live/ work units shall be constructed and leased as commercial spaces. They shall be maintained for a minimum of two (2) years. If there is no tenant occupancy after that time, the units can be converted to live/work or solely residential. Conversion construction shall be permitted through the Community Development Department and approved by the Community Development Director.
- 4. The commercial space adjacent to the two pedestrian plazas is intended to attract the general public to the area. They are appropriate if they provide services, entertainment, and/or retail sales for the general public. The commercial spaces adjacent to the pedestrian plazas shall not be used for non-service-related office space. Permitted uses will be reviewed and approved by the Village Manager and Community Development Director.

- 5. Commercial units are required to obtain a business tax receipt from the Village prior to operating the business
- 6. The owner shall not be permitted to utilize amplification of any kind on the amenity deck. The use of amplification shall require a special event permit from the Village.
- 7. Prior to the certificate of occupancy, if permitted by the Florida Department of Transportation (FDOT) and any other applicable governmental agencies, the Applicant shall construct a westbound one-way driveway, 10 feet in width, with a 3-foot landscape area between the driveway and the adjacent property, within the 20 foot access easement as shown on the approved site plan. The applicant shall utilize its best efforts to obtain approval of the access point from FDOT. If FDOT does not grant approval, the property owner shall make a payment of \$125,000 to the Village for improvements prior to certificate of occupancy.
- 8. Per 45-31.E.4, rooftop facilities shall be sufficiently screened from the street and adjacent properties. Adequate trees, shrubs, or greenspace shall be provided on any active rooftop facility. A rooftop planting plan and location plan for any speakers shall be provided prior to issuance of vertical building permit for the parking garage building.
- 9. The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with oaks that are the largest caliper that is reasonably available from local nurseries.
- 10. Approval shall be obtained from Florida Power and Light (FPL) for the undergrounding of powerlines and utilities and all work shall be completed prior to commencement of vertical construction.
- 11. Prior to issuance of the first building permit for vertical construction, the Applicant shall revise plans to provide details of lighting fixtures that utilize dark-sky friendly techniques where feasible.
- 12. There shall be no parking in the seven-foot transportation easement in the driveways of the townhomes.
- 13. Irrigation plans shall be provided prior to approval of the first infrastructure permit.
- 14. A permit shall be obtained from Seacoast Utility Authority prior to the first infrastructure permit.
- 15. All infrastructure, including but not limited to fire hydrants, street lights, storm drains, etc. proposed on the approved site plan shall be maintained by the property owner. Fire hydrants shall be installed, tested and in service prior to construction, and a stabilized fire department access road shall be installed and maintained prior to and throughout construction.
- 16. Prior to the issuance of the first infrastructure permit, Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form and in an amount approved by the Village Attorney to assure completion of on-site roadways, drainage and utility improvements. As improvements are completed and accepted by the Village, the amount of the performance bond, letter of credit, escrow agreement or other acceptable surety may be reduced by a proportionate amount as determined by the Village Manager in consultation with the Village Engineer.
- 17. The property shall be platted with the proposed access easements, utility easements and the dedication of right-of-way to the Village and the plat shall be approved by the Village Council and recorded in the public records prior to the issuance of a certificate of occupancy.
- 18. Prior to issuance of the first building permit for vertical construction, the Applicant shall revise plans to provide details of lighting fixtures that utilize dark-sky friendly techniques where feasible.
- 19. No parking signs shall be added along the alley in the transportation easement prior to certificate of occupancy.
- 20. Any deviations to the approved site plan shall be governed by Section 6-59(4) of the Village Code of Ordinances.
- 21. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village staff and following the procedures outlined in Section 21-104 of the Village Code of Ordinances.

- 22. The Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included as formal conditions.
- 23. The conditions of approval shall be binding on the Applicant and its successors in interest and assigns and a violation of such conditions shall constitute a violation of the Village Code of Ordinances and may be enforced by the Village as set forth in Article VI, Chapter 2 of the Village Code or as otherwise authorized by law.

The Chairman opened the floor to public comments.

Peggy Girard, 52 Yacht Club Dr. #104 – Concerned about parking and trespassing Bob Starkie, 36 Yacht Club Dr. #207 – Traffic concerns impacting Yacht Club Dr. Carolyn Liss, 52 Yacht Club Dr. #304 – Concerned about Comprehensive Plan vs. application requests & schools William Rose, 36 Yacht Club Dr. #106 – Concerns with roof top decks and pools Chris Ryder, 118 Dory Rd. S. - Planning Commission responsibilities and Comprehensive Plan John Rothberg, 134 Lakeshore Dr. #G-23 – Concerned with traffic, Parker bridge impact and roof top pool noise Debbie Cross, 2560 Pepperwood Circle S. – Concerned with commercial area reduction, and traffic Diane Smith, 37 Yacht Club Dr. #204 – Concerned with traffic along Yacht Club Dr., US 1 & alleyway Patricia Williamson, Fathom Rd. W. – Concerned with change in views from home with large development David Colangelo, 45 Yacht Club Dr. #210 – Concerned with water impact and SFWMD Waterworks Plan Pat Kelley, 37 Yacht Club Dr. #111 – Concerned with zoning changes and public records information Sandra Yeater, 36 Yacht Club Dr. #505 – Concerned with density and storm water management Bill Stevens (audio not clear), 52 Yacht Club Dr. – Concerned that residents' concerns are not addressed

The Chairman closed the public comments.

Mr. Tuma provided a response to the public comments/concerns.

Mr. Rennebaum addressed the DOT/traffic issues and concerns.

Susan O'Rourke, Traffic Engineer, 22 SE Seminole St., Stuart, FL, was present to represent the Village.

Brian Seymour, Attorney, 777 S. Flagler Dr., West Palm Beach, was also present to represent the project. He explained that the plan meets the requirements of the code.

The Planning Commission members asked the applicant about traffic loads on US 1, storm water impacts, to explain trench control structures, lane reduction impact and where the lane reduction sections would occur in relation to the project, why did the applicant withdraw the project previously, uses for the commercial space, what the cost to build the roadway on the south end might be, the lack of walkability within the project, the sidewalk issue along US 1 has not been addressed, whether the surface parking is restricted to the commercial area, whether there are amenities for small children planned, and what commercial spaces are planned to draw customers from surrounding communities. Members were for the diversity of housing, not limiting the project to small commercial businesses and felt businesses that draw visitors would be better, proposed limiting the number of special events, and felt the project would be better placed elsewhere in the Village. They also expressed a desire to remove the two (2) year live/work occupancy component and make it all commercial.

Mr. Tuma addressed the Planning Commission's concerns.

Mr. Seymour reiterated the point of law regarding the approval of the project in that it meets the Village Code despite whether it, the project, is liked by the residents and Planning Commission.

Mr. Rubin explained that the Planning Commission can find that the project is inconsistent with the Comp Plan, and therefore inconsistent with the Master Plan, and therefore do not need to approve it.

Motion: Mr. Hogarth moved to deny the application because the standards for the landscape waiver for the sidewalk easement were not met. Mr. Solodar seconded the motion, which passed 5-2. Mr. Haigh and Dr. Kennedy vote nay.

#### V. ADMINISTRATION MATTERS

A. Staff Updates: None

#### B. Commission Member Comments:

• The sidewalk has been blocked in front of Memory Care for quite some time, is there a way to put in a temporary sidewalk, or make them repair it more quickly.

#### VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 9:58 PM.

Minutes typed by Jane Lerner

# VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Alex Ahrenholz, Acting Director of Community Development

DATE: October 27, 2022

SUBJECT: ORDINANCE 2nd Reading – Adopting Additional Revisions to the R-1 Single-

Family Zoning Regulations to Address Massing and Allowing the Reconstruction of Non-Conforming Residential Structures Under Specified

Circumstances

#### **Summary of Code Adoption Process**

The Village Council created a voluntary Residential Ad-Hoc Committee comprised of industry professionals residing in the Village to recommend revisions to the existing regulations for single-family dwellings. With the help of the Ad-Hoc Committee, the Village Council adopted the Zoning-in-Progress (ZIP) Ordinance on October 28, 2021. The ZIP established temporary rules for development of single- family dwellings within the R-1 zoning district. Through the adoption of Ordinance No. 2022-09 on April 28, 2022, the Village Council adopted new regulations for minimum landscaped area, overall building height and driveway widths. The Ordinance also extended the Zoning in Progress for an additional six months as it related to the second story floor area, limiting the upper floor to seventy-five (75) percent of the lower floor. The ZIP is set to expire on October 28, 2022; consequently, permanent regulations need to be adopted on second reading at the October 27, 2022 Village Council meeting.

At its August 23, 2022 meeting, the Ad-Hoc Committee voted 7-0 to adopt new regulations applicable to second stories, with additional amendments to the section of the Zoning Code addressing non-conforming structures. The proposed Ordinance includes the following new regulations applicable to single-family dwellings in the R-1 Zoning District:

- 1. Second story setbacks of five (5) feet more than the setbacks for first floor for the front, side and rear setbacks. Side street setback for corner lots would remain at 20 feet for both floors.
- 2. Second floor restriction of seventy-five percent (75%) of the first-floor area, measured from outside walls and including spaces open to below.
- 3. Walls that exceed fifteen (15) feet in height and thirty (30) feet in length require a two (2) foot perpendicular articulation or recess in the wall. This is aimed to reduce the impact of large blank walls.
- Non-conforming residential homes destroyed by natural disaster shall be able to rebuild in accordance with the plans on file with the Village, without having to meet these new regulations.

The Planning Commission considered the Ad Hoc Committee's recommendations at a public hearing held on October 11, 2022 and unanimously voted to recommend approval with no amendments.

At its October 13, 2022 meeting, the Village Council adopted the Ordinance on first reading by a vote of 4 to 1. Members of the Council did, however, express concerns about two sections: Section 45-27(D)(4), addressing the applicability of the second story setback; and Section 45-27(E), addressing the applicability of the building wall articulation requirement.

To that end, Staff has revised Section 45-27(D)(4) to remove the reference to the height of the building wall and to clarify the intent of the enhanced second story setback. The revised language reads as follows:

Applicability of second story setback. The second story setback shall apply only to the roofed portion of the second story of a two-story, single-family dwelling and shall not apply to non-roofed second story patios or balconies.

As set forth above, the additional second story setback shall only apply to the roofed portion of the second story of a two-story, single-family dwelling and not to any portion, such as an enhanced entryway in excess of fifteen feet, of a one-story, single-family dwelling. The Village Code defines the term "story" to mean "that portion of a building between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between any floor and the ceiling next above it."

Furthermore, Staff has revised Section 45-27(E) to clarify that window and door openings shall not be considered a plane break when requiring articulation on walls with an unbroken plane in excess of 15 feet in height and 30 feet in length.

#### Recommendation:

Village Staff recommends that the Village Council consider adoption of the attached Ordinance revising the single-family zoning regulations to address massing and allowing the reconstruction of single-family dwellings destroyed by storms or other acts of God under specified circumstances on second and final reading.

## ORDINANCE NO. 2022-___

1 2

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES TO IMPLEMENT THE RECOMMENDATIONS OF THE AD HOC COMMITTEE; AMENDING ARTICLE III, "DISTRICT REGULATIONS," BY AMENDING SECTION 45-27, "R-1 SINGLE-FAMILY DWELLING DISTRICT," TO REGULATE THE VOLUME AND MASSING OF TWO-STORY DWELLINGS; AMENDING ARTICLE VII. "NONCONFORMING USES OF LAND AND STRUCTURES." BY AMENDING SECTION 45-64, "NONCONFORMING STRUCTURES," TO ALLOW THE RECONSTRUCTION OF NONCONFORMING RESIDENTIAL STRUCTURES UNDER SPECIFIED CIRCUMSTANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, through the adoption of Ordinance No. 2021-10, the Village Council enacted a zoning in progress for the R-1 Single-Family Dwelling Zoning District subject to certain parameters relating to the height of two-story homes, the massing of the second story and the amount of required landscaped open space; and

WHEREAS, the Village Council created an Ad Hoc Committee to review and evaluate changes to the Village's residential zoning regulations during the pendency of the Zoning in Progress; and

WHEREAS, through the adoption of Ordinance No. 2022-09 on April 28, 2022, the Village Council adopted new regulations governing height and landscaped open space within the R-1 Single Family Dwelling Zoning District, as well as revisions to the Town Code relating to construction site runoff and driveway widths, and extended the Zoning in Progress for an additional six months as it pertains to the massing of the second story; and

WHEREAS, the Ad Hoc Committee has recommended additional revisions to the R-1 Zoning District regulations to address the volume and massing of two-story homes and to address the reconstruction of nonconforming residential structures destroyed by fire, flood, wind, explosion, act of God or act of a public enemy; and

WHEREAS, on October 11, 2022, the Planning Commission, sitting as the Local Planning Agency, conducted a public hearing to review this Ordinance and provide a recommendation to the Village Council; and

WHEREAS, having considered the recommendation of the Planning Commission and conducted all required advertised public hearings, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety and welfare of the residents of the Village of North Palm Beach.

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

1 2	Section 1.	The fo	oregoing	recitals are ratified as true and correct and are incorporated herein.
3	Section 2.	The V	Village	Council hereby amends Article III, "District Regulations," of
4			_	Coning," of the Village Code of Ordinances by amending Section 45-
5	1 1	` •		ict," to read as follows (additional language is <u>underlined</u> and deleted
6	language is st			
7	language is si	iricken t	mougn)	•
8	Soc A	5 27 D	1 singl	o family dwalling district
9	Sec. 4	13-47. IX	-1 singi	e-family dwelling district.
10		A.	Ileas n	permitted. Within any R-1 single-family dwelling district no
11		A.		ng, structure, land or water shall be used except for one (1) or
12				• • • • • • • • • • • • • • • • • • • •
			more c	of the following uses:
13			1	Simple family devallings with accessory levil diagram
14			1.	Single-family dwellings with accessory buildings
15				customarily incident thereto, subject to each of the
16				requirements set forth in this section and throughout this
17				chapter.
18			2	Dublic cabools
19			2.	Public schools.
20			2	Dealer and managed on finite and a large 1 to 1
21			3.	Parks and recreation facilities owned or leased by or
22				operated under the supervision of the Village of North Palm
23				Beach.
24			4	D.4. 1. 1 C
25			4.	Detached fence storage areas.
26			_	Catallita diah autama
27			5.	Satellite dish antenna.
28			(	
29			6.	Community residential homes. Community residential
30				homes of six (6) or fewer residents which otherwise meet the
31				definition of a community residential home, provided that
32				such homes shall not be located within a radius of one
33				thousand (1,000) feet of another existing such home with six
34				(6) or fewer residents.
35			7	Family day and house
36 37			7.	Family day care home.
38			8.	Lamphagt
39			٥.	Lamp post.
40			9.	Decorative post structure.
41			9.	Decorative post structure.
42		B.	Duildi.	ng height regulations. All single family dwellings shall be
42		<b>D</b> .		ng height regulations. All single-family dwellings shall be I to two (2) stories and thirty feet (30') in height. For the
44				the two (2) stories and unity feet (30) in height. For the ses of this subsection, height shall be measured from the
45				e elevation of the existing grade prior to land alteration for
46				
46 47				ties outside of special flood hazard areas and from the ed design flood elevation for properties within special flood
48			_	areas. Height shall be measured to the highest point of the
48 49				
サフ			follow	ing.

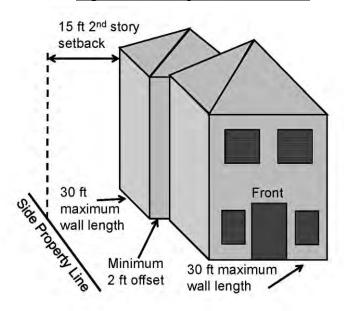
- 1. the coping of a flat roof and the deck lines on a mansard roof;
- 2. the average height level between the eaves and roof ridges or peak for gable, hip or gambrel roofs; or
- 3. the average height between high and low points for a shed roof.

Decorative architectural elements, chimneys, mechanical equipment, non-habitable cupolas, elevator shafts or similar appurtenances shall be excluded from the foregoing height restrictions. Rooftops shall not be used for pools, decks, or other spaces to congregate.

- C. Building site area regulations. The minimum lot or building site area for each single-family dwelling shall be seven thousand five hundred (7,500) square feet and have a width of not less than seventy-five (75) feet, measured at the building line.
- D. Yard space regulations.
  - 1. Front yard. There shall be a front yard of not less than twenty-five (25) feet for the first story and thirty (30) feet for the second story measured from the street line to the front building line.
  - 2. Rear yard. There shall be a rear yard of not less than twenty (20) feet for the first story and twenty-five (25) feet for the second story measured from the rear building line to the rear lot line.
  - 3. Side yards. There shall be a side yard on each side of the side building line of not less than ten (10) feet for the first story and fifteen (15) feet for the second story. In the case of corner lots, no building and no addition to any building shall be erected or placed nearer than twenty (20) feet to the side street line of any such lot.
    - (a) For a distance of one block on streets intersecting U.S. #1, measured from the right-of-way line of said U.S. #1, side yards of at least twenty-five (25) feet in depth shall be provided.
  - 4. Applicability of second story setback. The second story setback shall apply only to the roofed portion of the second story of a two-story, single-family dwelling and shall not apply to non-roofed second story patios or balconies.

E. Building wall articulation. Building wall articulation shall be provided on all walls with an unbroken plane in excess of fifteen (15) feet in height and thirty (30) feet in length. Window and door openings shall not be considered a plane break. The articulation shall be in the form of a wall perpendicular to the property line at a minimum distance of two (2) feet and extending parallel to the property line a minimum of ten (10) feet. The articulation must extend evenly over the entire height of the building wall (See Figure 1 below).

Figure 1 Building Wall Articulation



F. Second-story floor area. The floor area of the second story of a single-family dwelling shall not exceed seventy-five percent (75%) of the floor area of the first story. For the purpose of this subsection, floor area shall include all areas lying within the building perimeter established by the interior side of the exterior walls of the building, including garages, covered patios, and other open-air exterior areas that are under roof. The floor area for the second story shall include areas open to below.

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

 F<u>H</u>. Accessory structures. One detached automobile garage and one open-air pavilion may be constructed on any lot within the R-1 single-family dwelling district provided that all requirements of this chapter are met. Open air pavilions shall be subject to the following additional conditions and restrictions:

#### 1. *Permitting*.

- (a) All open-air pavilions must be permitted in accordance with all Florida Building Code and Village Code requirements.
- (b) Open-air pavilions meeting the definition of a traditional chickee hut are exempt from the Florida Building Code but shall be subject to consistency review by the village. Consistency shall be demonstrated through the issuance of a zoning permit and shall require the submittal of the following information:
  - (1) A survey that includes scaled dimensions of the proposed structure, including setbacks;
  - (2) Proof that the builder of the chickee hut is a member of either the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida (such proof consisting of a copy of the trial member's identification card); and
  - (3) Drawings of the proposed structure depicting, at a minimum, the overall design, dimensions, roof materials, and height.
- 2. Dimensions. Open-air pavilions shall not exceed two hundred (200) square feet in floor area. The floor area shall be measured from outside the support posts, provided that the roof overhang does not exceed three (3) feet from the support posts. If the roof overhang exceeds three (3) feet, the floor area shall consist of the entire roofed area. For structures supported by a single-pole, i.e., umbrella shape, the floor area shall be measured from the drip line of the roof material.
- 3. *Height*. Open-air pavilions shall not exceed twelve (12) feet in height or the height of the principal building located on the lot, whichever is more restrictive. For sloped roofs, the height shall be measured at the mean roof height.
- 4. Location and Setbacks.

- (a) No open-air pavilion may be erected within ten (10) feet of the side property line. This side setback shall be increased to twenty (20) feet for corner lots.
- (b) No open-air pavilion may be erected within seven and one-half  $(7\frac{1}{2})$  feet of the rear property line.
- (c) No open-air pavilion or any portion thereof may be erected between the front line of the principal building and the front property lot line, within a utility or drainage easement, or within a required landscape buffer.

#### 5. *Use restrictions.*

- (a) An open-air pavilion shall be used only for private recreational activities as an accessory use to the principal residential use and shall not be used for habitation, for a tool room, storage room or workshop, or for any commercial purpose whatsoever.
- (b) Open-air pavilions shall not be used for storage of items of personal property, including, but not limited to, the following:
  - (1) Operable or inoperable vehicles, boats, boat trailers, utility trailers or similar items of personal property;
  - (2) Building materials, lawn equipment, tools or similar items; and
  - (3) Ice boxes, refrigerators and other types of food storage facilities with the exception of under-counter units.
- (c) No gas, charcoal or propane grills, stoves or other types of cooking devices may be stored or utilized within a traditional chickee hut.
- 6. *Maintenance*. Open-air pavilions shall be maintained in good repair and in sound structural condition. Painted or stained surfaces shall be free of peeling paint, mold and mildew and void of any evidence of deterioration.
- 7. Design.

- (a) Open-air pavilions, with the exception of traditional chickee huts, pergolas and other structures with only partial or slatted roofs, shall incorporate the same types of building materials and be consistent with the architectural theme or style of the main or principal building.
- (b) At the request of a property owner, the community development director may approve the use of different building materials or alternate architectural themes or styles when such materials, themes or styles are complementary to the main or principal building.
- (c) Should the community development director deny the request for different building materials or alternate architectural themes or styles, a property owner may appeal this decision to the planning commission by submitting a written request for a hearing to the community development director within thirty (30) calendar days of the date of the determination. The appeal shall be placed on the next available agenda and the decision of the planning commission shall be final, subject only to judicial review by writ of certiorari.
- GI. Mechanical equipment. All non-roof-mounted mechanical equipment shall be located behind the front building face of the principal structure in either the side yard or the rear yard. Such equipment shall be located adjacent to the principal structure whenever practicable, provided, however, that all mechanical equipment shall be located at least five (5) feet from the side property line and at least seven and one-half feet (7½) from the rear property line.

#### H J. Minimum landscaped area.

- 1. All single-family dwellings shall have a minimum landscaped area of thirty percent (30%).
- 2. All single-family dwellings (both one and two story) shall provide a minimum landscaped area of fifty percent (50%) in the required twenty-five-foot (25') front yard setback. Properties with frontage along urban collector roads (Lighthouse Drive and Prosperity Farms Road) shall provide a minimum landscaped area of forty percent (40%) in the required twenty-five-foot (25') front yard setback. Properties having an irregular lot shape, meaning a lot which is not close to rectangular or square and in which the width

of the property at the front property line is less than required by the underlying zoning district, shall provide a minimum landscaped area of twenty-five percent (25%) in the required twenty-five-foot (25') front yard setback.

3. A property owner who meets the overall minimum landscaped area requirement set forth in subsection (1) above and who does not meet the minimum landscaped area requirement in the twenty-five-foot (25') front yard setback set forth in subsection (2) above may request a waiver of up to five percent (5%) of the minimum required area by filing a request with the Community Development Department. The request shall be forwarded to the Planning Commission for final action. A property owner seeking such a waiver shall be required to demonstrate to the Planning Commission that he or she has made a reasonable attempt to comply with the required minimum landscaped area within the front yard setback and has mitigated any deficiency through the installation of enhanced landscaping materials, the use of permeable hardscape materials or some other acceptable means.

For the purposes of this subsection, the term minimum landscaped area shall mean a pervious landscaped area unencumbered by structures, buildings, paved parking lots, sidewalks, sports courts, pools, decks, or any impervious surface. Landscape material shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, or decorative rock or bark. No landscape material shall be used for parking. However, pervious surfaces used for the parking of recreational equipment in side and rear yards shall be included in the calculation of the minimum landscaped area.

With respect to building permits for renovations of existing single-family dwellings, the minimum landscaped area standards shall apply only to the extent that the proposed scope of work impacts the applicable standard.

4 K. Maximum driveway width in swale. The total width of driveways from the edge of the public roadway to the abutting privately-owned property shall not exceed a total of thirty-two feet (32') in width at the property line, excluding flares. For lots with ninety (90) or more feet of public roadway frontage, the total width of driveways from the edge of the public roadway to the abutting privately-owned private shall not exceed a total of forty feet (40') in width at the property line, excluding flares. Each side of a flared driveway shall be no more than three feet (3') wider than the rest of the driveway.

Section 3. The Village Council hereby amends Article VII, "Nonconforming uses of land and structures," of Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances by

amending Section 45-64, "Nonconforming structures," to read as follows (additional language is underlined):

### Sec. 45-64. Nonconforming structures.

- (1) Where a lawful structure exists at the effective date of adoption or amendment of this ordinance that could not be built under the terms of this ordinance by reason of restrictions on area, lot coverage, height, yards or other characteristics of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful subject to the following provisions:
  - (1 <u>a</u>) No such structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity;
  - (2 b) Should such structure be destroyed by any means to an extent of more than fifty (50) percent of its replacement cost at time of destruction, as determined by the village engineer or village building official, it shall not be reconstructed except in conformity with the provisions of this ordinance; and
  - (3 c) Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations of the district in which it is located after it is moved;
- (4 2) The provisions set forth in subsection (a) above are subject to the following exceptions:
  - (a) However, if If an existing structure was legally permitted on its site prior to changes in the C-MU or C-NB zoning districts in 2020 but could not be built under the standards in the new district, that existing structure will continue to be deemed a lawful structure and will not be subject to the restrictions in paragraphs (1) and (2). Such structure may be expanded laterally and/or vertically without complying with all new requirements for building frontages, build-to zones, and parking lot setbacks, provided the expansion brings the structure considerably closer to the 2020 requirements than the existing structure.
  - (b) In the event any residential structure is damaged or destroyed by fire, flood, wind, explosion, act of God or act of a public enemy to an extent of more than fifty (50) percent of its replacement cost at the time of damage or destruction, as determined by the village engineer or village building

1		official, the	structure shall be allow	wed to be replaced,
2		restored or	reconstructed in accorda	ance with all validly
3			ts and approvals subject to	
4			. Any residential structure	
5		-	or special flood hazard ar	
6			ns of chapter 12.5 of the	
7			to replace, restore or reco	
8		· · · · · · · · · · · · · · · · · · ·	Il be commenced within t	
9			age or destruction or said	· · · · · ·
10			conforming status and	
11		· · · · · · · · · · · · · · · · · · ·	of this chapter. The prop	
12		_		
			the board of adjustment	•
13			nsion prior to the expiration	
14		-	e decision of the board	•
15		-	quest shall be final, subject	t to judicial review set
16		forth in section	on 21-21(h) of this code.	
17	C 4 4 TT1		1 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1
18	<u> </u>		nance shall become and b	e made a part of the Code of
19	the Village of North	'alm Beach, Florida.		
20	a			1 21: 2 1: 2
21		1 0 1		word of this Ordinance is for
22				tutional, inoperative or void,
23	such holding shall no	t affect the remainder	of this Ordinance.	
24				
25		-		ns or parts of resolutions in
26	conflict herewith are	hereby repealed to the	e extent of such conflict.	
27				
28	Section 7. This C	rdinance shall take ef	ffect immediately upon ad	loption.
29				
30	PLACED ON FIRST	READING THIS	DAY OF	, 2022.
31				
32		ND, FINAL READIN	G AND PASSED THIS $_$	DAY OF,
33	2022.			
34				
35				
36	(Village Seal)			
37			MAYOR	
38				
39	ATTEST:			
40				
41				
42	VILLAGE CI	LERK		
43				
44	APPROVED AS TO	FORM AND		
45	LEGAL SUFFICIEN	CY:		
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47			<u></u>	
48	VILLAGE A	TTORNEY		

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Jessica Green, Village Clerk

DATE: October 27, 2022

SUBJECT: **RESOLUTION** – Announcing the Village General Election on March 14, 2023

Section 10-3 of the Village Code of Ordinances ("Notice of general election") provides as follows: "The village clerk shall cause to be published at least fifteen (15) days next preceding any general election, once, in a newspaper of general circulation in the village, a notice stating the date of such election, the offices to be filled, and the time and place where such election shall be held; and if there be one (1) or more propositions to be voted upon, state in substance the character of the propositions to be voted upon. In addition, such notice shall be given by posting a copy thereof in at least three (3) public and conspicuous places in the village, one (1) of which shall be the bulletin board in the village hall."

In accordance with Section 10-3, the Village Clerk will publish the required notice at least 15 days prior to the March 14, 2023 General Election. The Village Clerk also provides advance notice of the election through the Village Newsletter and website, and posts a notice on the bulletin boards at the Village Hall and two other Village-owned facilities.

The attached Resolution: announces the March 14, 2023 Election; declares the offices to be filled; requests that the Palm Beach County Supervisor of Elections conduct the election; delegates certain duties to the Supervisor of Elections; and delegates all canvassing duties, as defined by Florida Statute and the Florida Administrative Code, to the County Canvassing Board composed of the Supervisor of Elections; a county court judge, who shall act as chair; and the chair of the Board of County Commissioners, or their respective alternates or substitutes.

#### There is no immediate fiscal impact.

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

#### **Recommendation:**

Village Staff recommends Council consideration and approval of the attached Resolution announcing the General Election on March 14, 2023; declaring the offices to be filled; requesting that the Palm Beach County Supervisor of Elections conduct the election; delegating certain duties to the Supervisor; and providing for the delegation of all canvassing duties to the County Canvassing Board.

## **RESOLUTION NO. 2022-**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNOUNCING THE DATE OF THE VILLAGE GENERAL ELECTION AND RUN OFF ELECTION, IF NECESSARY; DESIGNATING VOTING LOCATIONS; 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.

WHEREAS, the Village Charter provides for a General Election to be held on the second Tuesday in March, 2023; and

WHEREAS, there are two offices to be filled at the General Election to be held in the Village on March 14, 2023; and

WHEREAS, in accordance with the requirements of Chapter 83-498, Laws of Florida, the Florida Election Code and the Village Code of Ordinances, the Town Council wishes to: (1) formally announce the date of the General Election, the date of the Run-Off Election (if necessary) and the voting locations; (2) request that the Palm Beach County Supervisor of Elections conduct the election, certify the accuracy of the tabulation equipment, and handle, canvass, and certify all ballots, including absentee ballots; and (3) designate the Village's canvassing board.

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

- <u>Section 1.</u> The foregoing recitals are hereby ratified and incorporated herein.
- <u>Section 2.</u> The General Election for Village Councilmember Group 2 (two-year term) and Group 4 (two-year term) shall be held on Tuesday, March 14, 2023, with a Run-Off Election, if necessary, to be held on Tuesday, March 28, 2023.
- <u>Section 3</u>. The precincts for the Village General Election shall be the same as those designated by Palm Beach County.
- <u>Section 4.</u> The Village Council requests that the Palm Beach County Supervisor of Elections conduct the Village General Election, including the Run-Off Election, if necessary. The Supervisor of Elections shall conduct a Logic and Accuracy Test for the tabulation of all ballots, including absentee ballots, and the Village Clerk or her designee shall be present during such testing.
- <u>Section 5.</u> The Town Council authorizes the Palm Beach County Supervisor of Elections to distribute, canvass and certify all ballots for the Town General Election, including absentee ballots, in accordance with the Florida Election Code and the Town Code of Ordinances. The Town Council further delegates all canvassing duties, as defined by Florida Statute and the Florida Administrative Code, to the County Canvassing Board appointed by the Palm Beach County Commission and the Chief Judge of the Fifteenth Judicial Circuit and will be composed of the Supervisor of Elections; a

Section 6. Th	is Resolution shal	l become effective	ve immediately upon adoption.	
PASSED AND A	DOPTED this	day of	, 2022.	
(Village Seal)			MAYOR	
ATTEST:				
VILLAC	GE CLERK			

county court judge, who shall act as chair; and the chair of the board of county commissioners, or

their respective alternates or substitutes.

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Jessica Green, Village Clerk

DATE: October 27, 2022

SUBJECT: RESOLUTION – Approval of Vote Processing Equipment Use and Elections

**Services Agreement with the Palm Beach County Supervisor of Elections** 

Since 2009, each Palm Beach County municipality has entered into an annual agreement with the Palm Beach County Supervisor of Elections (SOE) to supply voting equipment and provide election services for municipal elections. This agreement details and allocates the duties, responsibilities, and fees associated with conducting municipal elections.

At the Palm Beach County Municipal Clerks Association Elections Workshop Session on July 15, 2022, Wendy Link, Supervisor of Elections indicated that there would be an approximate increase of 33% in municipal elections costs for the 2023 Uniform Municipal Elections. An example of municipal election costs has been provided by the Supervisor of Elections based on municipal size. As of October 3, 2022, the Village has a total of 10,563 registered voters which falls in between the small and medium municipal sizes indicated in the Elections Cost Examples provided by the Supervisor of Elections.

The following is an estimated cost for services provided by the Supervisor of Elections for the 2023 Uniform Municipal Election in the Village:

SUPERVISOR OF ELECTIONS COSTS	<b>QTY</b>	<b>UNIT COST</b>	<u>TOTAL</u>
MUNICIPAL PACKAGE	1	7,195.66	7,195.66
PRECINCT SERVICES	13	596.24	7,751.12
VOTE-BY-MAIL BALLOTS			
Ballots Out (To 40% of Registered Voters)	4225	6.71	28,349.75
Ballots In	845	.60	507.00
REGULAR BALLOTS			
Onsite Support – Clear Ballot	3169	.20	633.80
Onsite Support – ES&S	3169	.20	633.80
STAFF TIME			
Accounting/Billing Flat Rate	1	141.36	141.36
TOTAL ESTIMATE			\$45,212.49

The cost for services provided by the SOE for the last Uniform Municipal Election held on March 8, 2022 was \$32,932.74. The cost to the Village for services provided by the SOE for the March 14, 2023 election are estimated to increase by approximately \$12,279.75.

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

#### **Recommendation:**

Village Administration recommends Council consideration and adoption of the attached Resolution approving an Agreement for Vote Processing Equipment Use and Election Services with the Palm Beach County Supervisor of Elections and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.

## **RESOLUTION 2022-**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the Palm Beach County League of Cities, through its Ad Hoc Committee on Municipal Elections, negotiated an agreement with the Palm Beach County Supervisor of Elections to detail and allocate the duties, responsibilities and fees associated with conducting municipal elections commencing with the 2010 municipal election; and

WHEREAS, the Supervisor of Elections has presented the Village with a revised Agreement for Vote Processing Equipment Use and Election Services for the 2023 general election, and the Village Council determines that the approval of the Agreement is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

<u>Section 1.</u> The foregoing recitals are ratified as true and incorporated herein.

<u>Section 2.</u> The Village Council hereby approves the Agreement for Vote Processing Equipment Use and Election Services with the Palm Beach County Supervisor of Elections, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

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

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

PASSED AND ADOPTED THIS 27TH DAY OF OCTOBER, 2022.

(Village Seal)	
,	MAYOR
ATTEST:	
VILLAGE CLERK	



### 2023 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the "Agreement") is hereby entered into by and between the Palm Beach County Supervisor of Elections Office (hereinafter referred to as "SOE") and the Village of North Palm Beach, Florida (hereinafter referred to as "MUNICIPALITY").

#### WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

**NOW THEREFORE,** in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

#### **ARTICLE 1 – RECITALS**

The above recitals are true and correct and incorporated herein.

#### <u>ARTICLE 2 – AGREEMENT</u>

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 14, 2023, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

#### ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

- 3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations.
- 3.2 Vote-By-Mail Ballots. MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.
- 3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

#### **ARTICLE 4 – OTHER ELECTION CHARGES**

- 4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.
- <u>4.2 Other.</u> For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

#### **ARTICLE 5 – TERM**

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

#### ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

#### ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances, unless MUNICIPALITY has already coordinated publication with SOE. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices.

SOE shall, if available, provide samples of required advertising upon request. SOE may also coordinate with MUNICIPALITY to translate and publish notices on behalf of MUNICIPALITY. MUNICIPALITY is responsible for the cost of translation and publication of required notices.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

### **ARTICLE 8 – QUALIFYING OF CANDIDATES**

MUNICIPALITY is the qualifying officer for all municipal candidates and is therefore responsible for all associated duties including collecting petitions, collecting filing fees, and posting notices or advertisements required by municipal charters/ordinances not already required by statute.

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

SOE is responsible for verifying petition signatures once MUNICIPALITY has delivered them off to SOE's Main Office, certifying the total number of valid signatures, and returning the petitions to the clerk, who will determine whether the total number of valid signatures is sufficient for the candidate to qualify, and posting legal notices required by Florida Law.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

### ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

#### 9.1 Uniform Municipal Election.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, and at least ninety-five (95) days before Election Day, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions.

SOE reserves the right to not administer a municipal election if MUNICIPALITY does not provide all ballot information by the 95-day deadline

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s) prior to finalizing.

MUNICIPALITY shall confirm the number of ballots needed. SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

SOE will provide all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine. MUNICIPALITY shall be responsible for all translation costs.

The SOE will be responsible for layout out and ordering test ballots. Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

The SOE will be responsible for delivery of Early Voting and Election Day ballots to polling locations, as well as Mailing Vote-By-Mail ballots to voters with valid requests on file.

### 9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY must approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any costs incurred.

### **ARTICLE 10 – POLL WORKERS**

10.1 Selection and Training of Poll Workers. SOE will hire and train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

- <u>10.2 Uniform Municipal Election.</u> MUNICIPALITY shall pay poll workers directly for their services.
- <u>10.3 Run-Off Election.</u> In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.
- 10.4 Uniform Municipal Election in Conjunction with County-Wide Election. SOE shall pay poll workers directly for their services. (Most likely to occur every four years during a March Presidential Preference Primary but may apply in similar instances in which a county-wide election occurs, upon which municipalities choose to "piggyback.")

### ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY is ultimately responsible for securing its own ADA-compliant polling location(s) for stand-alone municipal elections. If MUNICIPALITY is having an election in conjunction with a county or state-wide election, SOE will secure all polling locations.

Upon request, SOE will provide MUNICIPALITY with the list of the polling locations that are currently assigned to MUNICIPALITY'S precincts.

MUNICIPALITIES are encouraged to use the same polling locations for stand-alone municipal elections as the SOE does for county-wide elections, to avoid voter confusion and unnecessary expense. If a different location is used, SOE must be informed at least sixty (60) days in advance of Election Day and a Department of Justice survey must be performed.

MUNICIPALITY will be responsible for all costs incurred with Polling Place changes, including the mailing of Polling Place change notices to voters.

MUNICIPALITY is responsible for coordinating Monday (the day before Election Day) set-up and 5:30 a.m. access on Election Day.

### **ARTICLE 12 - POLL WATCHERS**

<u>12.1 Standalone, Uniform, or Runoff Municipal Election.</u> MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE for processing. SOE will make the required identification badges and provide them to MUNICIPALITY.

MUNICIPALITY will be responsible for all costs associated with the preparation of the badges.

MUNICIPALITY will create a master poll watcher list to be supplied to their poll workers on Election Day.

12.2 Uniform Municipal Election in Conjunction with County-Wide Election. MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE, for those poll watchers specific to a municipal race or question. SOE will be responsible for collecting Designation forms for county-wide or multi-municipality races or initiatives.

SOE will create a master poll watcher list to be supplied to their poll workers on Election Day.

MUNICIPALITY may be responsible for costs associated with the preparation of municipal race or initiative petition poll watcher badges.

### <u>ARTICLE 13 – SAMPLE BALLOTS</u>

#### 13.1 Uniform Municipal Election.

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY'S option and expense, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

### 13.2 Run-Off Election.

In the event of a run-off election, SOE shall not create or mail sample ballots.

### **ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES**

### 14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

MUNICIPALITY shall coordinate with Voting Equipment Center manager (Hector Lugo) and Polling Location(s) regarding delivery and security of voting equipment.

### 14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

### 14.3 MUNICIPALITY is not permitted to deliver any election equipment.

### ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

### ARTICLE 16 – CANVASSING OF ELECTION RESULTS

<u>16.1 Canvassing Board Duties.</u> At least one member of the Canvassing Board must be present at the Logic and Accuracy Testing, though all three must certify the accuracy of the testing.

A member of the Canvassing Board must be present at all times ballots are being processed; that is, when ballots are being opened, duplicated, and tabulated. A majority of the Canvassing Board must be present during any Canvassing procedure which requires a vote.

The Canvassing Board must be present at the Voting Equipment Center until all ballots have been collected and canvassed on Election Night.

A majority of the Canvassing Board must certify the results of the election, though three signatures is preferable. The Supervisor and SOE staff will ascertain the results and provide them to the Canvassing Board for certification.

At least three members must be present for a recount if one is necessary.

A majority of the Canvassing Board must be present at all times during the post- election Audit. The SOE staff will complete the Audit process.

16.2 County Canvassing Board. If MUNICIPALITY is using the County Canvassing Board (as defined by Section 101.141, Florida Statutes), SOE shall schedule and coordinate the date(s) on which the Canvassing Board is to assemble to canvass the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings.

MUNICIPALITY **must** utilize the County Canvassing Board in the event of a county-wide election or an election which encompasses more than one municipality (i.e., Congressional elections, etc.).

16.3 Municipal Canvassing Board. If MUNICIPALITY is using its own, separate Canvassing Board, MUNICIPALITY shall coordinate with SOE and schedule the date(s) on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. Supervisor of Elections will not be a member of the MUNICIPALITY'S Canvassing Board. The Supervisor of Elections may be a substitute member. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

### <u>ARTICLE 17 – AUDITS</u>

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

### <u>ARTICLE 18 – POST-ELECTION RECORDS RETENTION</u>

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules. The MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

### **ARTICLE 19 – VOTER HISTORY**

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

### <u>ARTICLE 20 – OTHER NECESSARY COSTS</u>

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. <u>Recounts.</u> Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. <u>Attorneys' Fees and Costs.</u> Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

### ARTICLE 21 – HOLD HARMLESS COVENANT

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to, administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from the negligence of the MUNICIPALITY, or its employees acting within the course and scope of their employment in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful, or intentional acts or omissions.

### **ARTICLE 22 – ENTIRETY AND AMENDMENTS**

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

### ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

**IN WITNESS WHEREOF**, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

SUPERVISOR OF ELECTIONS:	MUNICIPALITY:
Signature	Signature
Wendy Sartory Link Name (Printed or Typed)	Deborah Searcy Name (Printed or Typed)
Palm Beach County Supervisor of Elections Title	Mayor Title
Date	Date

## **Municipal Election Cost Examples Uniform Municipal Election (not in a Presidential Election Year)** 2023

		<u>EXAMPLES</u>		
		N	/lunicipal Size:	
		<u>Small</u>	<u>Medium</u>	<u>Large</u>
# of Precincts		4	17	47
# of Registered Voters		2,000	25,000	45,000
Estimated Voter Turnout %		20%	20%	20%
Estim. # of Voters Actually Voting		400	5,000	9,000
Estim. # of Vote By Mail Ballots Sent Out (40% o	f # Registered)	800	10,000	18,000
Estim. # of Vote By Mail Ballots In (40% of # Acti	160	2,000	3,600	
Estim. # of Regular Ballots (60% of # Registered)		1,200	15,000	27,000
# of Poll Worker Training Locations		1	3	5
Staff Time Multiple		1	2	3
			/lunicipal Size:	
	<u>Unit Cost</u>	<u>Small</u>	<u>Medium</u>	<u>Large</u>
Muni Package Flat Rate (Uniform Election) *	\$7,195.66	\$7,195.66	\$7,195.66	\$7,195.66
Precinct Services	\$596.24	\$2,384.95	\$10,136.02	\$28,023.11
Vote-By-Mail Ballots				
Ballots Out	\$6.71	\$5,369.55	\$67,119.42	\$120,814.95
Ballots In	\$0.60	\$96.00	\$1,200.00	\$2,160.00
Regular Ballots				

Widin Fackage Flat Nate (Official Election)	77,133.00	\$7,133.00	\$7,133.00	77,133.00
Precinct Services	\$596.24	\$2,384.95	\$10,136.02	\$28,023.11
Vote-By-Mail Ballots				
Ballots Out	\$6.71	\$5,369.55	\$67,119.42	\$120,814.95
Ballots In	\$0.60	\$96.00	\$1,200.00	\$2,160.00
Regular Ballots				
Onsite Support ClearBallot	\$0.20	\$240.00	\$3,000.00	\$5,400.00
Onsite Support ES&S	\$0.20	\$240.00	\$3,000.00	\$5,400.00
Staff Time				
Acctg/Billing (flat rate)	\$141.36	\$141.36	\$141.36	\$141.36

**TOTAL ESTIMATE *** \$15,667.52 \$91,792.46 \$169,135.08

### VILLAGE OF NORTH PALM BEACH FIRE RESCUE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: October 27, 2022

SUBJECT: RESOLUTION – Approving the purchase of Firefighter Protective Clothing

During the Fiscal Year 2022-2023 budgetary process, the Fire Rescue Department requested the replacement of eight (8) sets of firefighter protective clothing (bunker gear) as replacement sets for our career firefighters. These funds were approved and allocated to the Fire Rescue Operating Budget – Account Number A5812-35294 (Fire Rescue – Uniforms & Shoes).

After research and testing, Fire Rescue determined that Globe fire protective clothing (bunker gear) best meets the needs of the Department. Fire Rescue is now requesting to purchase the eight (8) sets of approved bunker gear from **Bennet Fire Products Company, Inc.** pursuant to an existing Lake County contract at a total cost of **\$28,090.08**. Included is a second quote for pricing reference.

As this purchase exceeds \$25,000.00 and is less than \$50,000, the Village's purchasing policies and procedures require approval by the Village Council on the consent agenda. There are adequate funds in the budget to cover the purchase. This is not a capital purchase, does not use CIP funds and does not require a budget amendment.

### Net Decrease in General Fund as follows:

Department	Account Number	Account Description	Amount
Fire Rescue	A5812-35294	Fire Rescue – Uniforms & Shoes	\$28,090.08

Contact person: J.D. Armstrong, Fire Chief

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

### Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of eight (8) sets of bunker gear from Bennett Fire Products Company, Inc. pursuant to pricing established in an existing Lake County Contract at a total cost of \$28,090.08, with funds expended from Account No. A5812-35294 (Fire Rescue – Uniforms & Shoes), in accordance with Village policies and procedures.

### RESOLUTION 2022-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AND AUTHORIZING THE PURCHASE OF FIREFIGHTER PROTECTIVE CLOTHING (BUNKER GEAR) FROM BENNETT FIRE PRODUCTS COMPANY, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING LAKE COUNTY CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Fire Rescue Department is requesting the purchase of eight (8) sets of firefighter protective clothing (bunker gear) gear utilizing budgeted and available funds; and

WHEREAS, Village Staff is recommending the purchase of Globe bunker gear from Bennett Fire Products Company, Inc. pursuant to pricing established in an existing Lake County Contract; and

WHEREAS, Village's purchasing regulations require Village Council approval for purchases in excess of \$25,000; and

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

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

<u>Section 1.</u> The foregoing recitals are ratified as true and incorporated herein.

<u>Section 2.</u> The Village Council hereby approves the purchase of eight (8) sets of Globe bunker gear from Bennett Fire Products Company, Inc. pursuant to pricing established in an existing Lake County Contract at a total cost of \$28,090.08, with funds expended from Account No. A5812-35294 (Fire Rescue – Uniforms & Shoes).

Section 3.	This Resolution shall take effect immediately upon its adoption.				
PASSED ANI	D ADOPTED THIS	DAY OF	, 2022.		
(Village Seal)			MAYOR		
ATTEST:					
VILLA	AGE CLERK				

### E QUOTATION Bennett Fire Products Co., Inc.



October 3, 2022

Chief Scott Freseman North Palm Beach Fire Rescue 560 US Highway 1 North Palm Beach, FL 33408

This price quote is valid until December 31st, 2022.

Discounts in reference to Lake County, FL Contract 22-730B, expires July 31st, 2022, Contract may be viewed in its entirety at <a href="www.lakecountyfl.gov">www.lakecountyfl.gov</a>. To find information regarding this contract, follow the instructions below.

Globe G-Xcel Jacket per NPB specifications Retail Price - \$3,459.11 per jacket Lake County Price (44% discount) - \$1,937.11 per jacket NPB Price - \$1,902.52 each

Globe GPS Trousers and Suspenders per NPB specifications Retail Price - \$2,924.97 per trouser Lake County Price (44% discount) - \$1,637.99 per trouser *NPB Price - \$1,608.74 each* 

Globe 14" Shadow Leather Firefighter Boots Retail Price - \$769.00 per pair Lake County Price (31% discount) - \$530.61 per pair NPB Price - \$530.60 per pair

PGI BarriAire Gold Particulate Blocking Hood - Complete Retail Price - \$123.53 each
Lake County Price (2% discount) - \$121.06 each

NPB Price - \$99.00 each

Firecraft P5000 Leather Gloves Retail Price - \$107.00 per pair Lake County Price (10% discount) - \$96.30 per pair NPB Price - \$96.30 per pair

Cairns/MSA 880 Helmet per NPB Custom Specifications (CTRD-51121122100)
Retail Price - \$544.00 each
Lake County Price (25% discount) - \$408.00 each

NPB Price - \$408.00 each

Cairns/MSA Invader 664 Helmet per NPB Custom Specifications (CMOD-A1121221100)
Retail Price - \$433.00 each
Lake County Price (25% discount) - \$324.75 each

NPB Price - \$324.75 each

FOB North Palm Beach, FL Prices include shipping charges

Terms: net 30 days, *payment by check only* with Lake County extended discount provided

Delivery: Subject to manufacturer lead times for Globe gear, 45-60 days for Cairns/MSA, 30 days for all other items at time of quotation- after receipt of order

Thanks for giving us the opportunity to serve you!

Josh Vandegrift, 404-747-2868, jvandegrift.bennettfire@gmail.com

Bennett Fire Products Co., Inc. P.O. Box 2458 Woodstock, GA 30188

www.bennettfireproducts.com

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website www.lakecountyfl.gov.

1. View the left hand column, click on "Doing Business with Lake County". 2. View the left hand column, click on "View Term and Supplier Agreements". 3. Under

the Search for Contracts space, type **Bennett Fire** 4. Contract 17-0606 will appear and the full contract or parts can be downloaded.

If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at <a href="mailto:bennettfire@att.net">bennettfire@att.net</a> or 770/402-9910.



### **TEN-8 FIRE & SAFETY, LLC**

2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203

USA

Phone: 800-228-8368 Fax: 941-756-2598

Sell To:

#### NORTH PALM BEACH FIRE DEPT.

560 U.S. HIGHWAY 1 NORTH PALM BEACH FL 33408-4906 USA Amended

Ouote Number Documer

Document Date Page **10/06/22 1/1** 

OUOTATION

Customer No. Federal Tax ID - Business Partner

C00716 858012846341C-6

PO Number

231002335

Sales Employee Email

Higgins, Mark P mhiggins@ten8fire.com

Document Owner Email

Higgins, Mark P mhiggins@ten8fire.com

Delivery Address

#### NORTH PALM BEACH FIRE DEPT.

560 U.S. Highway 1 NORTH PALM BEACH FL 33408 USA

	Description	Quantity	UoM	Vendor	Disc. %	Price	Total
G-XCEL	G-XCEL COAT	1	EA	GLOBE MANUFACTURING	0.00	2,034.48	2,034.48

•Outer Shell: PBI Max - Gold

•Thermal Liner: GLIDE™ ICE PBI® G2

•Moisture Barrier: Stedair Gold

•Trim Package: High Visibility II - 3" Triple Trim Red/Orange

LIST \$3,722.67 LESS 44% = \$2084.70

GLOBE GPS PANT OUT SHELL, CALDURA 1 EA GLOBE 0.00 1,622.93 1,622.93 SYSTEM GOLD ELITE MANUFACTURING

•Outer Shell: PBI Max - Gold

•Thermal Liner: GLIDE™ ICE PBI® G2

•Moisture Barrier: Stedair Gold

•Trim Package: 3" Around the Cuff - Triple Trim - Red/Orange

LIST \$2,969.62 LESS 44% = \$1,662.99

**INCLUDED PER LLC** 

PRICED PER LAKE COUNTY CONTRACT #22-730K, EXPIRES 7/31/2023

 Subtotal:
 \$ 3,657.41

 Total Before Tax:
 \$ 3,657.41

 Total Tax Amount:
 \$ 0.00

Total Amount: \$ 3,657.41

Valid Until: 12/31/2022



## CONTRACT NO. 22-730B

### Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

#### ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023₂ except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File

Copy-Contractor Copy-Department ADDENDUM NO. #2 22-730

SOLICTATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

### QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors
- Q2. Section 3.0 Delivery Requirements and Acceptance bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

#### ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Richard Danny Bennett

Date: 4/26/2022

ADDENDUM NO. #2 22-730

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

ADDENDUM NO. #1 22-730



P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

### QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B - The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B - The vendor shall list manufacturer brands supported.

### ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Richard Danny Bennett

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

#### 1. SCOPE OF SERVICES

All items purchased 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). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

### 2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

### 3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

- 3.6. County staff may pick-up in person if authorized in writing by supervisor.
  - 3.6.1. Contractor shall maintain a copy of the written authorization.
- 3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

#### 4. REBATES AND SPECIAL PROMOTIONS

- 4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.
- 4.2. Contractor shall be responsible to notify the County of rebates or special promotions.
- 4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

#### 5. REPAIR SERVICES

- 5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.
- 5.2. Contractor shall possess all required equipment necessary to make effective repairs.
- 5.3. Contractor shall be factory certified to service equipment.
- 5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.
- 5.5. Contractor shall submit a written estimate for each service project.
  - 5.5.1. The estimate shall be itemized and include:
    - 5.5.1.1. Anticipated start date and completion date.
    - 5.5.1.2. Number of hours at contracted hourly wages for project completion
    - 5.5.1.3. List price of materials and discount per Attachment 2 Pricing Sheet.
    - 5.5.1.4. Lump sum estimates are not acceptable.
- 5.6. No work shall commence without a written Notice to Proceed.
- 5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.
- 5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

### 6. TRAINING

- 6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.
  - 6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

### 7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

- A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:
- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
  - iv. Employers Liability with the following minimum limits and coverage:

Each Accident \$1,000,000 Disease-Each Employer \$1,000,000 Disease-Policy Limit \$1,000,000

- B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.
- C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

- D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.
- E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.
  - F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS. P.O. BOX 7800 TAVARES, FL 32778-7800

- G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.
- H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.
- I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.
- J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT**, **SUPPLIES**, **AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### 1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

### 2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

### 3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the <u>General Terms and Conditions for Lake County Florida</u> and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

### 4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

### 5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

### 6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

### 7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item. and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date.

### 8.0 FEDERAL FUNDING REQUIREMENT:

N/A

### 9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

### 10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc. Street Address: 195 Stockwood Drive, Suite 170

City: Woodstock State and ZIP Code: Georgia 30188

Mailing Address (if different): PO Box 2458

Telephone: 770-402-9910 Fax: N/A

Federal Identification Number / TIN: 58-2143532

DUNS Number: N/A

#### 11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Richard Danny Bennett

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

C	AME AND	Firm's Name		EII E
		SUBMIT AS	-	
FIRM'S WEBSITI	E:		www.bennett	fireproducts.com
Warehouse Location(s	):		Woods	stock, GA
Contact I	nformation	For Emerge	ncy/Disaster	Services (24/7)
		Name:	Danny Beni	nett
		Email:	bennettfire@	ratt.net
	Emerg	gency Phone:	770-402-99	10
	List ma	nufacturer bra	nds supported.	
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
		as of 4/25/22		
Globe Bunker Gear custom		10-12 months		www.us.msasafety.com
Cairns Bunker Gear custom		10-12 months	yes	www.us.msasafety.com
Globe Accessories	10.00%		yes	www.us.msasafety.com
Globe Footwear	31.00%		yes	www.us.msasafety.com
Cairns Helmets custom	25.00%		yes	www.us.msasafety.com
Cairns Leather Fronts		45 days	yes	www.us.msasafety.com
Cairns Helmet Parts		30 days	yes	www.us.msasafety.com
PGI Clothing custom		3-4 months	yes	www.pgi-inc.com
PGI Hoods and Accessories		60 days	yes	www.pgi-inc.com
Firecraft Gloves		10 days	yes	www.firecraftsafety.com
Firecraft Gear Bags		10 days	yes	www.firecraftsafety.com
Shelby Gloves		1-2 months	yes	www.shelbyglove.com
Stanfield Lifeliner Hoods	_	1-2 months	yes	www.lifeliners.com
Black Diamond Rubber Boots	5.00%	4-6 months	yes	www.bdboots.com
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# Village of North Palm Beach Recreation Advisory Board Minutes September 13, 2022 at 7:00 p.m. Anchorage Park

Chairman	Bob Bell	<b>(X)</b>	Vice Chair	Don Grill	<b>(X)</b>
Member	Maria Cassidy	<b>(X)</b>	Member	Paul Beach	(X)
Member	Stephen Heiman	<b>(X)</b>	Member	Rita Budnyk	(X)
Member	Mia St John	( )	Recreation	Stephen Poh	( )
Council Rep	) <b>.</b>	( )	Leisure Services	Zak Sherman	<b>(X)</b>

Call to Order: Bob Bell called meeting to order at 7:00 pm.

**Roll Call:** All members present except Mia St. John. She let Zak know ahead of time that she wouldn't be able to join. Council Member David Norris texted Chairman Bell that he had a work conflict and was unable to attend.

**Approval of Minutes:** August Minutes were unanimously approved on motion by Don Grill; seconded by Rita Budnyk.

**Public Comment:** Chris Ryder, 118 Dory Rd., NPB, commented that (1) the Village should consider raising and extending the berm at Lakeside Park to combat rising sea levels, storm surges, and to general protect against flooding and rising waters. This would help to create a continuous barrier against flooding. (2) Regarding the marina-storage project at Anchorage Park, more financial information is needed from the developer/contractor, along with a cost comparison for a geo-grid surface versus other options. He also noted that after reviewing August Meeting Minutes that the project has been pushed/scaled back so his point is probably moot at this time. (3) He believes, after listening to the audio, that the Environmental Committee did not support the planting of mangroves at Anchorage Park, and would like the Rec. Board minutes amended to reflect that. He was not sure of the date of the Environmental Committee meeting where mangroves were discussed. (4) Regarding the plan to bury utility lines at Anchorage Park, he asked that the Village be sure to look into the grading issues before such a project moves forward. This comment was made later during the Director's Report presentation.

Zak Sherman responded to comment (3), stating that he contacted Karen Marcus and Mary Phillips of the Environmental Committee and the Committee does generally support the planting of mangroves at Anchorage. Zak acknowledged they had concerns over the plantings, but that they generally did not mind mangroves being planted in northern area of park.

**Directors Report:** Zak Sherman presented and discussed the Director's Report, dated September 13, 2022, which are made a part of these minutes. In addition to the details found in the Report, Zak Sherman stated –

### Lakeside Park:

Split Rail Fence – This will help against persons riding their golf carts and other vehicles through residents' properties/yards adjacent to the park.

Sunscreen Stations – Bob Bell asked "Who maintains?" Zak Sherman answered "the Richard David Kahn Foundation maintains, and the Village lets them know when needed."

### Anchorage Park:

New Playground – Curbing for an estimated cost of \$11,500.00 to be added to the playground area. This would still be under budget. Also looking at adding another piece of playground equipment called the "Spin Orbit." The cost of the Spin Orbit is estimated at \$30,000.00, but there is a possibility that a resident may donate the funds needed to purchase the Spin Orbit. When completed, the new playground will be "a ½ million dollar playground." ©

### Dry Storage -

With the original plans being pushed back timewise, the goal is to repair/maintain and reconfigure the chain link fence, at a significantly reduced cost to the Village, to create one storage area in the north side enclosure, and to allow more trailer parking area where the south storage area currently sits. The existing walking path will not be removed. There will be space for a hedge between the trail and fence. Also, working with FPL and researching on the burying of the utility lines, which is estimated to cost \$30,000 to \$40,000, and take approximately 6 months. Zak talked about how we have money in the budget to fix up the current storage yard.

Charles Isiminger's company will be performing a sea grass study near the boat ramp.

The Village is moving forward with plans to repair and improve the ramp.

Kudos to Becky Ring who worked very hard on inputting all the information from the existing Dry/Wet storage Waitlists into the new computer software for online registration moving forward. Asking for the insurance Declaration page from boat/RV owners has been going fairly smoothly.

Palm Beach Crew – PBC can now start looking for appropriate fencing for its new storage area near between the Dog Park and tennis courts. This will free up space in the dry storage area. Paul Beach asked about running water to fishing piers and adding cutting boards. Zak said staff is looking into it and wants to do something in new budget year, along with fixing up the kayak launch area.

### Osborne Park:

Garden Board – Staff had a discussion with the Garden Club regarding the removal of weeds/debris, and where to place for proper disposal and pick-up by NPB Sanitation.

There are plans for the building of a chickee at the Park.

### Community Center:

Reported two instances of graffiti inside restrooms at concession stand.

### **NEW BUSINESS:**

**Fall Events:** There are a variety of upcoming Fall Events. Information regarding these events may be found online at the Village's official site. The Village Staff is coming up with new ideas in an effort to counter the difficulty in having food trucks at Village events. Discussed Cornhole tournament, toucha-truck, links 5k, and haunted house.

The pirate-themed plans for the October 29 Haunted House at Anchorage Park are already in the works. The haunted journey will end in the "bowl" with a carnival, costume contest, and a variety of other Halloween themed events.

### **OLD BUSINESS:**

**Updated Marina & Boat/RV Storage webpage Waitlist software is live!** 

Zak Sherman gave a visual/screen presentation of the new software program that will be used moving forward for boat/RV owners to register to be on the dry storage Waitlist.

There is a delete option for the staff, but a reason must be given before a person is deleted from the list. The staff will contact wait-listers once a year, and at that time, a wait-lister may remove himself or herself from a list. When a resident/user logs in, he/she will see his/her detailed information. No other resident user will see the detailed information.

The Wait Lists will be available online.

Stephen Heiman asked "Will contact information (of wait-listers) also be confirmed annually?" Zak Sherman responded, "Yes."

Moving forward, a person may only register for one dry spot and one wet slip.

Again, kudos to Beck Ring, and staff, for all their hard work in inputting the information for the new software.

### **MEMBER COMMENTS:** None

**ADJOURNMENT:** Chairman Bell made a motion to adjourn; Stephen Heiman seconded. All members were in favor. Meeting adjourned at 7:40pm.



### **Village of North Palm Beach**

### Leisure Services

TO: Recreation Advisory Board

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: September 13, 2022

SUBJECT: Director's Report

### **Lakeside Park:**

Split rail fence

• Fencing has been completed in all areas except near Dr. Higgins' house, 3 sections in parking lot (that was hit by a vehicle), and new golf cart parking area.

- Golf Cart
  - Estimated delivery is still October.
- Front gate
  - Still waiting on quote for front automatic gate.
- Signage
  - Replacing signage to make it consistent.
- Walkovers
  - Boards on both walkovers have been replaced.
- Sun screen stands
  - Free sun screen stands at lakeside gazebo courtesy Richard David Kann Foundation; we can remove them anytime if needed.

### **Anchorage Park:**

- New Playground
  - Estimated delivery/installation date is still November.
- Dry Storage
  - Working with Engenuity on plan to underground overhead lines, replace fence, and put in landscaping.
- Split Rail fence
  - o Plan to install new fencing from new bollard to volleyball courts on north side
- Signage
  - Stephen cleaned up main sign out front of Anchorage building. It had been discolored from the sprinklers.
  - Adding new signage at volleyball courts; old signs removed.
- Waitlist software

- Becky finished transferring all data from Excel sheets to online program; library manager
   Julie Morrell double-checked all entries for correctness.
- Marina webpage has been updated; new waitlist form is live.
- A pdf of the waitlist is still being posted as well. The only difference is that we uploaded
  a single file that includes all the lists. Our waitlist software generates this for us in only a
  couple clicks, so it's very easy to produce a full list.

#### o Procedures:

- When folks sign up for a list, Becky will get an email alerting her.
- She will then verify residency using info provided. If she needs more info, she will contact the person who signed up.
- Although the new rules state a person can only sign up for 1 dry and 1 wet, we have no way to automatically prevent people from signing up for all the dry lists. If that happens, Becky will call the person to explain the rules and ask them which dry list they really want to be on. If she cannot get ahold of them in a reasonable amount of time, she will delete the person from all dry lists except the one they signed up for first.

#### Other details:

- The software saves a record of anyone who gets deleted.
- Every time a person moves up a spot, they will get an email alerting them.
- If any new wrinkle pops up as we go along, we'll addresses them as soon as they arise.
- Also, the wet slip prices listed include tax and are the prices that will be effective October 1.

#### Sun screen stands

• Free sun screen stands at lakeside gazebo courtesy Richard David Kann Foundation; we can remove them anytime if needed.

#### Dog park

- The small dog park opened on Friday, August 26 after sod repairs were complete.
- The big dog park is now closed for general maintenance. The big dog park will open back up in October but we will have the 3rd dog park located right next to the small dog park that is open for all big dogs over 25lbs.

#### Big pavilion

o Precision to add new sod/tree soon.

#### Instructor contracts

- o In process of renewing all instructor contracts for FY23
- Boat decals / storage leases
  - In process of renewing all contracts for FY23
- Palm Beach Crew

 Since Seacoast is pushing off their force main project until 2023, I let Crew know they could get started on their move to the Southeast corner of the park: between the new dog park and tennis courts. Their move will free up 6 more dry storage spaces.

#### Seacoast

- Seacoast will be on site on Tuesday September 13th from approximately 9:30-1 to perform a benthic survey in the C-17 canal.
- This is to satisfy regulatory agency requirements.
- There will be 3 people from CMA there to do the field work.
- They will be coming in personal vehicles, and will have a kayak and scuba equipment.
- After this survey is performed, we can submit back to the regulatory agencies.
- We expect it to take about 3 months to get permits.
- Therefore, the project is expected to be advertised for bid in January 2023, with a tentative construction start in Spring 2023.

#### Marina:

New Slip fees

North Docks: \$3,465.00 
 \$3,603.60 (4% increase)
 South Docks: \$2,562.50 
 \$2,613.75 (2% increase)

- Signage
  - New "no swimming, jumping, or diving" have been installed on either side of boat ramp.
- Boat Ramp
  - Engenuity to work with UESI to conduct underwater analysis of the boat ramp. They did so before back in 2017.
  - They will also work with Charlie Isiminger to conduct the sea grass survey around the ramp as well.
    - The Engineer will perform the following:
      - Accomplish on-site, in-water investigations of the submerged area within 50 feet of the boat ramp.
      - Prepare a sketch showing the results of the in-water investigations in relation to seagrass.
      - Other services as may be agreed to between the parties to this agreement, such as state and federal permit applications and processing.

#### **Community Center:**

- T-Mobile
  - o Still waiting on T-Mobile for reimbursement for damage done to fields in December.
- Playground
  - Old playground is out and new playground is partially in.

- Some parts were missing in the initial delivery.
- Parts are now in and playground should be done Tuesday.
- Once finished, we'll add seating and fencing.
- We hope to add another playground piece as well.

### Summer Camp

• Spent about \$45,738.38 (not including staff costs) and took in \$84,825.00.

### Dodgeball

- Demetri asked if he could try a dodgeball program on August 29 from 5-8pm.
- He was gearing it for adults, but 18 teens showed up. It was a good turnout!

### Youth Flag Football Registration

- Evaluations were September 6 at 5:30pm. Afterward, was the league draft.
- All practices and games will be on weeknights.
- We are still looking for one volunteer coach for 6-8 year olds.
- Since registrations were low in the 12-14 range, we refunded all the 13 years old and combined age 12 with the 9-11.
- o Registrations:
- o 6-8yrs: 28
- o 9-12:47
- Total: 75 (more had registered but were refunded)

#### Minis Baseball

- Season runs Sept. 12 thru Oct. 26 with practices on M/W 3:30-4:15pm
- o 21 registered for minis.

#### Bleachers

• Bleachers were serviced. Found two broken seats; getting quotes to fix/replace.

#### **Osborne Park:**

#### Garden Board

- In process of becoming legal entity and applying for 501c3 tax exempt status. In meantime, Village will hold any funds collected and save until they are up and running.
- o Installed two compost bins for garden.
- Precision is supposed to be edging garden and trail and not using any spray in garden vicinity.
- Recently, the garden club held a community workday and workshop. They cleaned up weeds and listened to Florida Master Gardener and North Palm Beach resident, Susan Porter-Bisbee, discuss Seed Selection & Seed Starting.

### Basketball Court

- Court is finished except the painting of the surface.
- Surface to be painted/lined September 19. That will finish the FRDAP grant and we will be able to close it.

- Bottle filler stations
  - Public Works finished installing bottle filler station at the racquetball court.
- Split Rail Fence
  - Plan to install new fencing by basketball court
- Baseball/softball field
  - o TCS currently using baseball/softball fields afterschool for practices and games.

#### **Veterans Park:**

Nothing new to report.

#### Staffing:

- Mia Griner is leaving us in September for a job in Atlanta, GA.
  - She will be missed!
- Open positions
  - Interview for Recreation Supervisor will be next Thursday. We will also have 4 PT recreation assistant openings and 1 PT park ranger opening. Marelen will be moving to the library on October 3; she enjoys doing children's programming there.

### **Special Events:**

- Bus Trips:
  - Sarasota 3 day/2 night September 18,19 & 20 \$325 pp. Dbl occup.
  - o Orchid Show, Homestead, FL. October 7. \$25
  - Miami Dolphins vs. Vikings Game October 16. \$105
  - Arcadia Antique Flea Market October 22. \$25
  - o Renaissance Fest & Renningers in Mt. Dora, FL. November 12 & 13. \$165
  - 4-Days,3-nights Savannah, GA. November 27,28,29,30. \$525 Dbl occupancy
  - o Tampa Bay Bucs game vs. Saints December 5. \$245
- Special events
  - Anchorage Aweigh Fishing Tournament 16th annual (17th year)
    - Total Money in: \$16,790
    - Total Money Out: \$16,555



### • Upcoming Events:

- Coffee with a cop
  - Saturday, September 10 from 9-12pm at the Library
- Movie: More than Robots
  - Saturday, September 10 from 3-5pm at the Library
  - The Robotics team who participated in Heritage Day parade will be attending
  - Refreshments provided.
- Cornhole Tournament
  - Saturday, September 17 at Community Center from 12-5ish
  - \$20 per single adult (blind draw) / \$20 per team (for Juniors and High school divisions)
  - Friends to sell beer; staff to sell burgers/hotdogs, etc.
- Touch-A-Truck
  - Saturday, October 8
  - Time: 10 a.m. to 1 p.m.
  - Admission is free.
  - Watch firefighting demonstrations and get hands-on a variety of working trucks that make life possible in our modern world. Kids will enjoy sitting in the driver's seat of many different styles of BIG trucks and vehicles.
  - It's a great learning experience for kids and adults!
  - The Fire Safety Fair offers a great opportunity to see the equipment firefighters use and meet the people who train and work hard to keep our Village safe around the clock.
  - The goal of the event is to remind people to look, listen and learn, to be aware of fire danger and make a home plan for safely escaping a fire.
  - Note: No Sitting In/Honking Trucks First Hour.

#### Library:

- Facilities
  - Keyed up Fence put new gate on but still needs to come back to replace rest of fence.
  - Precision took care of library drainage issue.

- Library new shelving:
  - Expecting wooden shelving to arrive as early as mid-October
  - New carpet will be ordered once the new wooden shelves on wheels have been installed to make it easier on staff
  - Steel walls shelves may not arrive until December or later, not a problem as that will be easier to transition
- Resealed a few upstairs windows at the library
- Children's Programming:
  - We have four storytimes each week with an average of 41 parents and children attending.
  - We have opened the newly painted Bob's Garage in the afternoons to afterschool activities such as a video game play block where kids can sign up for a turn on the library's gaming system.
  - School has started back up and are seeing new parents and children come into the library to sign up for library cards. Great to see families coming back into the library!
  - We will be starting class visits next month and signing up all of TCS for a library card.

### Teen Programming:

- Teen volunteers are helping with daily tasks such as shelf reading and cleaning after school.
- Monthly virtual book clubs are being held as they tend to reach more teens who may not be able to get a ride to the library for an in-person book club

#### Adult Programming:

- Knit and Crochet meet every Monday with an average of 13 people
- Great Courses has stopped for now but we will be starting it up again in October
- Adult crafts have also taken a break until October and we are already preparing our Fall themed crafts!
- Yoga with Mi Sun has stopped for a couple of months in person but there is a virtual option available. She will start yoga up again in person on October. Hopefully it will be cooler by then!
- o Book Club was held August 4th The Woman in the Library by Sulari Gentill
  - 12 Book club members enjoyed talking about the book over coffee
- Senior Appreciation Bingo sponsored and presented by Dedicated Senior Medical Center was held for the second time August 10th
  - 14 seniors attended Bingo night!
  - Doors opened at 4:30 and game started at 5:00
  - Dedicated Senior Medical Center gathered gift cards and prizes for the winners and served hors d'oeuvres such as cheese trays, fruit, and sandwiches
  - Everyone had a fun time and are excited for our next Bingo event!
- Friend of the Library
  - We have a new raffle for the Friends, 4 gift cards each \$25 for Frigates
     Waterfront Grill and a wonderful nautical-themed candle holder!

- Each ticket is \$1 or 6 for \$5
- We are drawing the raffle on September 9th!

# VILLAGE OF NORTH PALM BEACH GOLF ADVISORY BOARD Minutes of September 19, 2022

## I. <u>CALL TO ORDER</u>

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

### II. ROLL CALL

A. Board:	Present	Absent
Stephen Mathison – Chairman	X	
Rich Pizzolato – Vice Chairman	X	
Curtis Witters – Secretary	X	
Jeff Egizio – Member	X	
Landon Wells – Member	X	
Orlando Puyol – Member	X	
Sandra Felis – Member	X	
B. Staff Members:		
Allan Bowman, Director of Golf	X	
Beth Davis, General Manager		
Lenore Dingle, Membership Coordinator		
C. Council Members:		
Darryl Aubrey		
Susan Bickel		
Mark Mullinix		
David Norris	X	
Deborah Searcy		

### D. Public Present:

### III. APPROVAL OF MEETING MINUTES

A. Minutes of the September 19, 2022 GAB Meeting were approved 7-0.

### IV. ADMINISTRATIVE REPORTS

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

We are approaching 57,000 rounds for the fiscal year. Revenue at the course is very strong.

Golf Course Projects.

The reinforcement of the pond banks on holes 2, 16, and 17 should be completed in October.

Construction of a retaining wall on the waterway side of hole 5 has been put off until the spring.

Artificial turf has been installed behind the mats on the driving range. New mats are being installed during October and November.

At the staging area we have removed the plastic border around the NPBCC letters and replaced it with stones.

Cart path repairs are being made on holes 10 and 16.

We will install additional curbing on the cart path by the 1st tee.

We are considering an umbrella to shade the starters booth from the intense morning sun.

### V. DISCUSSION TOPICS

A discussion was held concerning the adjustment of the handicaps assigned to some of the holes on the course.

The course will allow some outings from outside groups to take place on the course, mostly during summer months.

A discussion was held concerning nonresident members of the course. Members who are not residents of the village currently pay a surcharge of \$1,350 per year. Forty percent (40%) of our members, approximately eighty members, are nonresidents. If the course transitions to more village residents as members as planned, we will need to replace the lost revenue from the nonresidents. The GAB was in general agreement on raising this fee for next year based on proposals that Allan shared on his presentation.

Several possible changes to the fee structure, cost of resident memberships, membership status and creation of additional membership categories were mentioned about future possibilities.

It appears that we will have six resignations of members for 2022-2023. A discussion was held and the Board voted was unanimously to recommend to the Council that the individuals who are 1, 2, and 3 on our waiting list be invited to join the club.

### VI. ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

The next meeting will be October 17, 2022.

Minutes by Curtis L. Witters, Secretary.

# VILLAGE OF NORTH PALM BEACH VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: October 27, 2022

SUBJECT: **RESOLUTION** – Approval of an Amendment to the Contract with Starfire Corporation for

the 2023 4th of July Celebration

In 2020, Village Staff issued a Request for Proposals (RFP) for the fireworks display for the Village's annual 4th of July celebration. Starfire Corporation was the only company that submitted a proposal. On April 23, 2020, Council accepted the proposal submitted by Starfire Corporation to provide fireworks display for the Village's annual 4th of July celebration for a 3-year term (2020, 2021 and 2022) at a total annual cost not to exceed \$25,000 per year.

As Council is aware, the Village's annual 4th of July celebration was canceled in 2020 due to Covid-19. In addition, Starfire Corporation issued staff an updated proposal for Fiscal Year 2023 due to inflation, resulting in an increase in price of \$5,000.00. Consequently, staff was able to budget for the added expense.

Rather than go out for bid this year, Village staff is requesting Council approval of a resolution extending the contract with Starfire Corporation for an additional one-year period. Village staff plans to go out for bid again in FY24.

#### **Account Information:**

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8229-35651	July 4 th Celebration	\$30,000

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

#### **Recommendation:**

Village Staff requests Council consideration and approval of the attached Resolution approving an Amendment to the Contract with Starfire Corporation for the 4th of July fireworks display for 2023 at a cost not to exceed \$30,000, with funds expended from Account No. A8229-35651 (Parks and Recreation – July 4th Celebration), and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

### RESOLUTION 2022 -___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONTRACT WITH STARFIRE CORPORATION TO PROVIDE A FIREWORKS DISPLAY FOR THE 2023 4TH OF JULY CELEBRATION AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; WAIVING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2020-33 on April 23, 2020, the Village Council approved a Contract with Starfire Corporation to provide a fireworks display for the Village's 4th of July celebration for 2020 through 2022 based on a proposal submitted in response to the Village's RFP; and

WHEREAS, due to COVID-19, the Village canceled the fireworks in 2020, and the parties have agreed to amend the Contract to extend the term for an additional one-year period and increase the compensation paid by the Village; and

WHEREAS, the Village Council determines that the approval of the Amendment to the Contract 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:

<u>Section 1.</u> The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves an Amendment to the Contract with Starfire Corporation to extend the term for an additional one-year period and increase the compensation to \$30,000.00 for the 2023 4th of July celebration, with funds expended from Account No. A8229-35651 (Parks and Recreation – July 4th Celebration). The Village Council further authorizes and directs the Mayor and Village Clerk to execute the Amendment, a copy of which is attached hereto and incorporated herein.

<u>Section 3.</u> In approving the Amendment to the Contract, the Village Council waives all conflicting purchasing policies and procedures.

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

Section 5. This Resolution shall take effect im	mediately upon its adoption.
PASSED AND ADOPTED THIS DAY	OF, 2022.
(Village Seal)	
	MAYOR
ATTEST:	

VILLAGE CLERK

### **AMENDMENT TO CONTRACT**

This Amendment is made as of the ______ day of ______, 2022, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and STARFIRE CORPORATION, a Pennsylvania corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal Employer I.D. is: 25-1429138.

WHEREAS, on April 23, 2020, the VILLAGE and CONTRACTOR executed a Contract whereby CONTRACTOR agreed to provide a fireworks display for the VILLAGE's 4th of July celebration for 2020, 2021 and 2022; and

WHEREAS, the VILLAGE canceled the fireworks display in 2020 because of the COVID-19 pandemic, and due to inflation and supply chain issues, CONTRACTOR has agreed to provide a fireworks display for 2023 at an increased cost; and

WHEREAS, the parties wish to amend the Contract to provide for these modifications.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in the Contract and this Amendment, the receipt and sufficiency of which is hereby acknowledged by both parties, the VILLAGE and CONTRACTOR agree as follows:

- A. CONTRACTOR shall provide the fireworks display for the VILLAGE's 2023 4th of July celebration, and the parties agree to amend subsections 1 and 2 of Article 1(C) to read as follows:
- 1. CONTRACTOR shall stage all necessary fireworks and equipment at the VILLAGE's designated location on or before <u>July 4, 2023</u> so as to be able to provide the required services after sundown on that date.
- 2. In the event of inclement weather, CONTRACTOR shall provide the required services at the VILLAGE's designated location on <u>July 5, 2023</u>.
- B. The parties agree to amend Article 2(D) to extend the term of the Contract for an additional one-year period, unless terminated earlier in accordance with Article 7.
- C. The parties agree to amend Article 4(A) of the Contract to increase the amount of compensation paid by the VILLAGE to CONTRACTOR to **Thirty Thousand Dollars and No Cents (\$30,000.00)** for the 2023 4th of July celebration. The Village shall pay the fifty percent (50%) deposit on or before April 1, 2023.
- D. The parties agree to add a new Article 34 to the Contract to read as follows:

### ARTICLE 34. 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(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

E. All other terms and conditions of the Contract, to the extent not expressly modified herein, shall remain in full force and effect. Any conflict among the terms of the Contract, the terms of the Fireworks Display Contract executed by the VILLAGE on May 22, 2020 and this Amendment shall be resolved in the following order: this Amendment, the Contract, and the Fireworks Display Contract.

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

CONTRACTOR:
BY:
Print Name:
Title:
VILLAGE OF NORTH PALM BEACH BY:
DEBORAH SEARCY MAYOR
ATTEST:
BY:
JESSICA GREEN, VILLAGE CLERK
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
BY:
VILLAGE ATTORNEY

CONTRACTOR



### **Corporate Office**

566 Theatre Rd • PO Box 179 • St. Benedict, PA 15773

FIREWORKS - PYROTECHNICS - CRYOGENICS/CO2 - WATER EFFECTS - CONFETTI - FLAME EFFECTS - LASERS

VILLAGE OF NORTH PALM BEACH Attn: Mr. Stephen Poh 501 US Highway 1 North Palm Beach, FL 33408

Dear Mr. Poh

As we all are aware, the US economy has been faced with unprecedented rising inflation which at present, there appears to be no relief from. Fuel, transportation, importation, labor continue to be a driving factor here.

I am writing hoping the Village can provide some financial support and relief by increasing its budget \$5,000 for the annual firework program which takes place on July 4th each year and held at the North Palm Beach Country Club. Please keep in mind that your budget for fireworks has not risen in the past 3 years, (4 years if you include 2023's show).

Please feel free to contact me with any questions you may have.

We look forward to once again working with you and your community for this event.

All the best,

Charlie Rappa VP Sales Starfire Corporation



<u>Plant/Office</u> 10476 Sunset Dr. Dittmer, MO 63023

# THE Village

Of

NORTH PALM BEACH
FLORIDA
7/4/2020

Some of the street of the stre



<u>Plant/Office</u> 10476 Sunset Dr. Dittmer, MO 63023

# Corporate Overview

Vincent J. Terrizzi, Sr. and Audrey Jean Terrizzi have been involved in the fireworks business since the mid-1960s. Like most fireworks companies, Starfire Corporation is a family-owned business. Along with their daughter, Linda, and their son, Vincent Jr., they operate the Starfire Corporation with the zeal, professionalism, and dedication typical of a family-owned enterprise.

Starfire Corporation manufactures, transports, and displays Class 1.1G, 1.3G, and 1.4G fireworks. Starfire Corporation has display and manufacturing facilities located in Carrolltown, PA, and Dittmer, MO, and an additional display facility in Vineland, NJ.

All licenses required for the manufacture, storage, interstate transporting, and display of pyrotechnic products have been issued to the **Starfire Corporation** by the state and federal governments. All **Starfire Corporation** products and displays are covered by a \$10,000,000.00 liability insurance policy.

Starfire Corporation uses many products from various parts of the world and has also resumed the manufacturing of our own special products to add to our displays.

As well as displays, Starfire Corporation can provide indoor/outdoor close proximity pyrotechnics, special effects, and lighting.

Starfire Corporation prides itself on building long-lasting relationships with its clients. We have many 30+ year clients that are part of the Starfire Corporation family. Give us an opportunity to build a relationship with you!

CALL TODAY: 1-800-806-4486

To view photos and video of some of our displays, please visit <a href="http://www.starfirecorporation.com">http://www.starfirecorporation.com</a>

Corporate Office
566 Theatre Rd
PO Box 179
St. Benedict, PA 15773
Plant
682 Cole Road
Carrolltown, PA 15722



<u>Plant/Office</u> 10476 Sunset Dr. Dittmer, MO 63023

# FIREWORKS PROPOSAL

North Palm Beach, FL July 4, 2020 \$25,000.00

PRICE: \$25,000.00 (Includes \$10,000,000 worth of Liability Insurance and Trained Pyrotechnicians to fire the display.)

# **OPENING BARRAGE: 140 BOMBSHELLS**

120-	3"	Assorted Color Shells (chained)
20-	4"	Assorted Color Shells (chained)
		STRAIGHT-FIRE PROGRAM: 1712 BOMBSHELLS
6-		Multi shot & Multi effect Cakes (Max 500 shot)
144-	3"	Assorted Color Shells
108-	4"	Assorted Color Shells
50-	4"	Assorted Color Icon Shells
96-	5"	Assorted Color Shells
90-	6"	Assorted Color Shells
24-	8"	Assorted Color Shells
		SPECTACULAR GRAND FINALE: 420 BOMBSHELLS
200-	3"	Assorted Color Shells (chained)
120-	3"	All Titanium Reports (chained)
40-	4"	Assorted Color Shells
40-	5"	Assorted Color Shells
20-	6"	Assorted Color Shells



<u>Plant/Office</u> 10476 Sunset Dr. Dittmer, MO 63023

# **REFERENCES**

### CITY OF RALEIGH

PO Box 590, Raleigh, NC 27602 Sarah Heinsohn – (919) 996-2200

### WINSTON-SALEM DASH

926 Brookstown Ave., Winston Salem, NC 27101 Jessica Aveyard – (336) 714-6862

### **GLYNN COUNTY**

1725 Reynolds St. Suite 300, Brunswick, GA 31520 Vickie Lane – (912) 554-7135

### CITY OF TOLEDO

One Gov't Center, Suite 2200, Toledo, OH 43604 Gretchen Debacker – (419) 297-7210

### INNSBROOK HOMEOWNERS ASSOCIATION

1 Aspen Circle, Wright City, MO 63390 Charlie Boyce – (314) 599-6300

### Johns Island Club

3 Johns Island Dr, Vero Beach, Fla David Cololough-772-538-1896

### DAN BARKER, Penn St

160 Dartmouth Lane, State College, PA 16803 Dan Barker – (814) 880-1230



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/29/2020

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(les) 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).

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	CARROLLTOWN PA 15722				INSURER E :						
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					AUTHOR	RIZED REPRESEN		I A Source			

### CONTRACT

This Contract is made as of the	20	day of Feb	, 2020,	by and betw	
VILLAGE OF NORTH PALM I as the VILLAGE, and	ВЕАСН, а	Florida municip	oal corporation, l	nereinafter ref	erred to
as the VILLAGE, and 34ak	hnecog	okation	(name	), a PA	_(state)
corporation authorized to do	business i	n the State of	Florida, hereir	nafter referred	to as
CONTRACTOR, whose Federal	Employer	I.D. is:			

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all goods and services requested under Request for Quotes for 2020 July 4th Fireworks and as further stated in CONTRACTOR's Quote/Proposal and pursuant to the terms and conditions of this Contract.

### ARTICLE 1. SERVICES OF CONTRACTOR.

- A. CONTRACTOR shall provide all goods and services as stated in the Request for Quotes and CONTRACTOR's Quote/Proposal, as incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. CONTRACTOR certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County.
- B. CONTRACTOR shall provide the required goods and services in accordance with the following:
- CONTRACTOR shall stage all necessary fireworks and equipment at the VILLAGE's
  designated location on or before <u>July 4, 2020 (2021, 2022)</u>, so as to be able to provide the
  required services after sundown on that date.
- In the event of inclement weather, CONTRACTOR shall provide the required services at the VILLAGE's designated location on <u>July 5, 2020 (2021, 2022)</u>.
- 3. If inclement weather continues and the VILLAGE, in its sole discretion, decides not to reschedule the fireworks displays, the VILLAGE shall pay CONTRACTOR for the actual costs of goods and services provided to date, with said costs not to exceed fifty percent (50%) of the total compensation due to CONTRACTOR in accordance with Section 4 below.
- CONTRACTOR shall obtain all required permits and inspections. To the extent permitted by law, the VILLAGE shall waive all VILLAGE permit and inspection fees.
- CONTRACTOR shall be responsible for maintaining, storing and protecting all goods and equipment necessary for the fireworks displays from all acts of nature, theft, vandalism or other means of damage or destruction.
- CONTRACTOR and the VILLAGE shall cooperate to secure a clear area for the fireworks displays. However, CONTRACTOR shall be responsible for ensuring such area is consistent with all permitting and inspection requirements.
- 7. CONTRACTOR shall be responsible for removing and clearing all excess material from the fireworks displays area, including any related debris.

## EXHIBIT "B"

## PROPOSAL FORM

# July 4th Fireworks

# SUBMIT ONE ORGINAL AND (1) COPY OF YOUR PROPOSAL TO:

Village of North Palm Beach	
501 U.S. Highway One, North Palm Beach, FL 33408 Attn: Village Manager	
Proposer's Name: StarfineCORF (Please specify the type of entity, e.g. corpora	tion or partnership)
FEIN No.: 25/429/38	
Address: 682 Cole RD C	Carrollhoun PA
Telephone No.: 1-800-806- 4486	Fax Number:
E-Mail: Mlabella@Starfinecorpor	patien, com
undersigned agrees to provide the firewor	ns stated in the Request for Proposals (RFP), the ks specified in the attached Fireworks Proposal all specifications for an amount not to exceed )
The above amount shall include the required p	ayment and performance bond as stated in the RFP.
Much LaBella	2/11/2020
Authorized Representative's Signature	Date
mark LaBella	South East Sales
Print Name	Position

# July 4th FIREWORKS PROPOSAL

Name of Proposer: Starefine Corporation **Opening Segment:** Basic effects presented Shell size Quantity 3" Color & Saluter 31, 120 4" ASSORTMENT OF COLONS UN BOBH 20 Main Body Segment: Basic effects presented Quantity Shell size 34 pssontment of Color and 10 Diamond Screances 3" 144210 4" psychian of Colon and so Ican special shells 108 +50 5" Assortment of Colon 96 64 Assertment of Color and Brocades 611 90 AN Assertment of Colon & Shapes GII 74 multishet caves 200 shot Ench @ 211 **Grand Finale Segment:** Basic effects presented Shell size Quantity Red white and Blue Finale Chains 3.1 200 py Salutes 3" 120 Assertment of colone 401 40 proce shells 40 USSCHMENT Of color

164

20

the Request for Quotes and the CONTRACTOR's Quote/Proposal, should be treated as part of this Contract and are incorporated herein by reference.

### ARTICLE 27. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

### ARTICLE 28. SURVIVABILITY.

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

### ARTICLE 29. WAIVER OF SUBROGATION.

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

### ARTICLE 30. INSPECTOR GENERAL

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

# ARTICLE 31. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

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

### CONTRACTOR:

Print Name: MARK LABORS

Title: South EAST Sales

# July 4th fireworks proposal <u>Total Shells</u>

Shell size	Quantity
Under 3"	1200 Shots
3" shells	164
4" shells	218
5" shells	146
6" shells	110
8" shells	24
10" shells	

Total Shells 1982

### **EXHIBIT "C"**

### CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two (2) or more bids or proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to execute this Stanfine Cochon authorized comp	s confirmation, the undersigned certifies that lies fully with the above requirements.
Mra L DaBelle	2/20/2020
Authorized Representative's Signature	Date South ETAST
MARK LaBelle	Sales Manuser
Print Name	Position

### EXHIBIT "D"

# PUBLIC ENTITY CRIMES STATEMENT UNDER § 287.133, FLORIDA STATUTES

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

1.

(print individual's name and title)  for STARFICECCRPCLE how  (print name of entity submitting sworn statement)  whose business address is GSA Cole RO	by
whose business address is 682 Cole Ro	
WHOSE DUSTINESS AUGITESS IS	
Carrolltown Pa	whos
and (if applicable) its Federal Employer Identification Number (FEIN) is: 25/429/38	
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:)	
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florid Statutes, means a violation of any state or federal law by a person with respect to and direct related to the transaction of business with any public entity or with an agency or politic subdivision of any other state or of the United States, including, but not limited to, any bid contract for goods or services to be provided to any public entity or an agency or politic subdivision or any other state or of the United States and involving antitrust, fraud, theft, briber collusion, racketeering, conspiracy, or material misrepresentation.	Statu relate subdi contr subdi

- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

### (Signature)

The foregoing document was sworn and subscribed before me this 12 day of , who is personally known to me or , 2000 by mark Labella rebruaru as identification. Driver License produced

ANNAMARIE S. TENCER NOTARY PUBLIC GUILFORD COUNTY STATE OF NORTH CAROLINA Y COMMISSION EXPIRES 09/17/2024

My Commission Expires: 9-17-2024

### **RESOLUTION 2020-33**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING THE PROPOSAL OF STARFIRE CORPORATION TO PROVIDE JULY 4TH FIREWORKS DISPLAYS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued Request for Proposals for the July 4th Fireworks Display for 2020 through 2022; and

WHEREAS, Village Staff recommended accepting the proposal submitted by Starfire Corporation at a total annual cost of \$25,000; and

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

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

<u>Section 1.</u> The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal submitted by Starfire Corporation for the July 4th fireworks displays (2020 through 2022) at a total annual cost of \$25,000, with funds expended from Village Account No. A8229-35651 (Special Events – July 4th Celebration)

<u>Section 3.</u> The Village Council further authorizes and directs the Mayor and Village Clerk to execute a Contract with Starfire Corporation to perform such services in accordance with the terms and conditions of the Request for Proposals, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS 23RD DAY OF APRIL, 2020.

(Village Seal)

ATTEST:

VILLAGE CLERK

Corporate Office
566 Theatre Rd
PO Box 179
St. Benedict, PA 15773
Plant
682 Cole Road
Carrolltown, PA 15722



Plant/Office 10476 Sunset Dr. Dittmer, MO 63023

# FIREWORK DISPLAY CONTRACT

<u>Village of North Palm Beach</u>, located or doing business at <u>501 U.S. Highway</u>, <u>North Palm Beach</u>, <u>FL 33408</u>, hereinafter referred to as the "sponsor", hereby agrees to purchase a fireworks display from <u>Starfire Corporation</u>, located at <u>682 Cole Road</u>, <u>Carrolltown</u>, <u>PA 15722</u>, hereinafter referred to as the "company" on the terms and conditions set forth hereinafter.

- 1. Purchase Price. The sponsor will pay to the company the sum of \$25,000.00 for the display, said sum to be paid as follows:
  - a. The sum of \$12,500.00, shall be paid on execution of this Contract by sponsor.
  - b. The balance of the purchase price shall be paid following the display.
- c. In the event the balance of the purchase price is not paid within 30 days after its due date, all sums owed to the sponsor for the display will bear interest at the rate of 1.5% per month until paid in full. In addition to the foregoing, the sponsor shall pay all of the costs of collection of any amount due hereunder incurred by the company, including reasonable attorney's fees and court costs.
- d. Both parties to this Contract hereby agree that in the event there is any litigation between the sponsor and the company, said litigation shall be venued in the Courts located in Cambria County, Pennsylvania and construed in accordance with Pennsylvania law.
- 2. Display Date. The date of the display will be <u>July 4, 2020.</u> The rain date will be TBD.
- 3. Display Site. North Palm Beach Country Club The sponsor shall provide an appropriate display site that meets the requirements of all applicable NFPA code sections and the applicable provisions of the Commonwealth of Pennsylvania Statutes and Regulations. Additionally, the site must be approved by the company and the authority having jurisdiction over the display.
- 4. Site Security. The sponsor shall provide police and/or crowd security personnel, proper parking supervision, and ensure adequate patrol of the safety zone as marked and secured by the sponsor until the company crew chief advises that this is no longer necessary. Company personnel shall have control of the firing area during the display (although security shall continue to be the sponsor's responsibility). The sponsor will be responsible for the cleanup of any fallout debris from the display; however, company personnel will dispose of the boxes brought to the site by the company and clean up, as much as possible, along the launch site.

In the event any unauthorized persons or vehicles enter the safety zone, company personnel shall have the right to terminate the display.

Immediately following the display company personnel will search the display area for any unexploded fireworks and safely dispose of any that are found.

5. Permits. The sponsor shall be responsible for obtaining all permits and governing body resolutions required for the display.

Corporate Office
566 Theatre Rd
PO Box 179
St. Benedict, PA 15773
Plant
682 Cole Road
Carrolltown, PA 15722



Plant/Office 10476 Sunset Dr. Dittmer, MO 63023

### FIREWORK DISPLAY CONTRACT

Page 2

6. Postponement or Cancellation of the Display. In the event of inclement weather or excessive winds on the date of the display, the parties hereto shall confer and if they agree that the weather or wind conditions require the show to be postponed, the show will be postponed to a mutually agreeable date in 2020. In the event the show cannot be fired on the postponed date or another mutually agreeable date in 2020, the sponsor will pay to the company a sum equal to 50% of the total show price.

In the event the show is postponed on the day of the show there will be a postponement fee charged to the sponsor in an amount equal to the costs incurred by the company for transportation, insurance and labor, which sum will not exceed 10% of the total contract price for the show. Said fee shall be paid within 30 days of the date the show is postponed.

- 7. Insurance. The company shall have liability insurance in the amount of \$10,000,000.00, workers compensation insurance and vehicle insurance. Proof of the foregoing insurances shall be provided to the sponsor when this contract is executed by both parties.
- 8. Personnel. The company shall provide sufficient trained personnel to set up, fire and break down the display in a workmanlike manner.
- 9. Miscellaneous. The company reserves the right to substitute product in the show with product equal to or greater in value at its discretion.

The company shall not be responsible for events beyond its control, including the weather. In the event the Sponsor chooses to proceed with the display in inclement weather, the Sponsor shall be liable for any damaged equipment or products in addition to any postponement or cancellation fees.

In the event the display is set up and it has to be postponed to the next day due to weather or wind conditions, the display will not be broken down. Additionally, the sponsor shall provide security for the site until the company crew arrives the next day to fire the show.

The authorized representatives of the parties hereby agree to the aforementioned terms and conditions of this contract on the date and year set forth below.

Starfire Corporation	Village of North Palm Beach
audrey Jean Terrips	Sur Buckel
Signature 80	Signature
Audrey Jean Terrizzi	Susan Bickel
Printed Name	Printed Name
President	Mayor
Title	Title
02-25-2020	5/22/2020
Date	Date

# Starfire Corporation

682 Cole Road Carrolltown, PA 15722

# Invoice

Date	Invoice #
2/28/2020	S2020-225

Bill To	
VILLAGE OF NORTH PALM BEACH 501 US HIGHWAY 1 NORTH PALM, FL 33408	

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	Customer deposit for: FIREWORKS DISPLAY ON JULY 4, 2020 PA Sales Tax	25,000.00 6.00%	12,500.0 0.0
,			
nk you for yo	ur business.	Total	\$12,500.0

### CONTRACT

This Contract is made as of the 19th day of 2020, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and STARFIRE CORPORATION, Pennsylvania corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal Employer I.D. is: 25-1429138.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all goods and services requested under **Request for Proposals for July 4th Fireworks Display** and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

### ARTICLE 1. SERVICES OF CONTRACTOR.

- A. CONTRACTOR shall provide all goods and services as stated in the Request for Proposals and CONTRACTOR's Proposal, as incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.
- B. CONTRACTOR certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- C. CONTRACTOR shall provide the required goods and services in accordance with the following:
- 1. CONTRACTOR shall stage all necessary fireworks and equipment at the VILLAGE's designated location on or before <u>July 4, 2020 (2021, 2022)</u> so as to be able to provide the required services after sundown on that date.
- 2. In the event of inclement weather, CONTRACTOR shall provide the required services at the VILLAGE's designated location on <u>July 5, 2020 (2021, 2022)</u>.
- 3. If inclement weather continues and the VILLAGE, in its sole discretion, decides not to reschedule the fireworks displays, the VILLAGE shall pay CONTRACTOR for the actual costs of goods and services provided to date, with said costs not to exceed fifty percent (50%) of the total compensation due to CONTRACTOR in accordance with Section 4 below.
- 4. CONTRACTOR shall obtain all required permits and inspections. To the extent permitted by law, the VILLAGE shall waive all VILLAGE permit and inspection fees.
- 5. CONTRACTOR shall be responsible for maintaining, storing and protecting all goods and equipment necessary for the fireworks displays from all acts of nature, theft, vandalism or other means of damage or destruction.
- 6. CONTRACTOR and the VILLAGE shall cooperate to secure a clear area for the fireworks display. However, CONTRACTOR shall be responsible for ensuring such area is consistent with all permitting and inspection requirements.

- 7. CONTRACTOR shall be responsible for removing and clearing all excess material from the fireworks display area, including any related debris.
- D. The services provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and as stated in the Request for Proposals.

### ARTICLE 2. PERIOD OF SERVICE.

- A. CONTRACTOR shall provide all goods and services in accordance with the terms of the Request for Quotes and this Contract. Time is of the essence.
- B. In the event of unpreventable acts or occurrences wholly beyond the control of and attributable to CONTRACTOR or the VILLAGE, including, by way of example, acts of God, fire, flood, riots, war, terrorist activities, drought conditions, hurricanes or other severe and unforeseen storm events ("Force Majeure Events"), prevent the CONTRACTOR from performing the services contemplated by this Contract, the CONTRACTOR shall be excused from performance under the terms of this Contract and the VILLAGE shall be relieved from payment for such services.
- C. Notwithstanding the foregoing, CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the VILLAGE or its agents.
- D. This Contract shall become effective upon approval by the VILLAGE Council and shall remain in effect for a period of three years, unless earlier terminated in accordance with Article 7. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.
- E. The VILLAGE may cancel the July 4th fireworks display due to the ongoing COVID-19 pandemic by providing thirty (30) days' written notice to CONTRACTOR. The VILLAGE may reschedule the fireworks display to another date by providing a minimum of thirty (30) days' written notice of the alternate date to CONTRACTOR. If the VILLAGE does not provide CONTRACTOR with an alternate date prior to December 31, 2020, the term of this Contract shall automatically be extended by one (1) year and shall include the July 4th fireworks displays in the years 2021, 2022 and 2023, subject to the same terms and conditions, and the VILLAGE shall have no financial obligation to CONTRACTOR for 2020.

### ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village Parks and Recreation Director.

### ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR for the provision of all goods and services set forth in the Request for Proposals and as stated in CONTRACTOR's Proposal in an amount not to exceed **Twenty-Five Thousand Dollars and No Cents (\$25,000.00)** for each

year of the Contract. All fireworks displays shall conform with CONTRACTOR's Proposal submitted in response to the Request for Proposals.

- B. CONTRACTOR shall submit invoices to the VILLAGE for said compensation on dates mutually agreed upon by the VILLAGE and CONTRACTOR. All invoice(s) received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.
- C. Services undertaken or expenses incurred that exceed the amount set forth in this Contract without prior written authorization from the VILLAGE shall be the sole liability of CONTRACTOR.
- D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.
- E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods have been provided and services performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the required goods and services.
- F. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

### ARTICLE 5. INDEMNIFICATION.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.

### ARTICLE 6. PERSONNEL.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.
- B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.
- C. All of CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

### ARTICLE 7. TERMINATION.

This Contract may be cancelled by CONTRACTOR upon ninety (90) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days' prior written notice to CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination.

### ARTICLE 8. FEDERAL AND STATE TAX.

The VILLAGE is exempt from 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 contractual obligations with the VILLAGE, nor is CONTRACTOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

### ARTICLE 9. INSURANCE.

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

- A. CONTRACTOR shall maintain Comprehensive General Liability Insurance with minimum coverage limits of \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for bodily injury and property damage and \$2,000,000 in the general aggregate for products/completed operations. Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.
- B. CONTRACTOR shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an Additional Insured and shall require thirty (30) day prior notice to the VILLAGE in the event of cancellation. CONTRACTOR shall be responsible for any deductibles related to said insurance.

### ARTICLE 10. PAYMENT AND PERFORMANCE BOND.

- A. CONTRACTOR shall be required to furnish a payment and performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.
- B. CONTRACTOR shall be required at all times to have a valid payment and performance bond in force covering the work being performed. A failure to have such a bond in force at any time shall constitute a default on the part of CONTRACTOR. A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the selected proposer to meet the above requirements.

### ARTICLE 11. SUCCESSORS AND ASSIGNS.

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

### ARTICLE 12. GOVERNING LAW, VENUE AND REMEDIES.

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

### ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP.

CONTRACTOR is, and shall be, in the performance this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work performed pursuant to this Contract shall at all times, and in all places, be subject to

CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

### ARTICLE 14. NONDISCRIMINATION.

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

### ARTICLE 15. ENFORCEMENT COSTS.

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

### ARTICLE 16. AUTHORITY TO PROVIDE REQUIRED SERVICES.

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services required under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

### ARTICLE 17. SEVERABILITY.

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

### ARTICLE 18. MODIFICATIONS OF WORK.

- A. The VILLAGE reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by CONTRACTOR of the VILLAGE's notification of a contemplated change, CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change.
- B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and CONTRACTOR shall not commence work on any such change until such written amendment is signed by CONTRACTOR and approved and executed by the VILLAGE.

### ARTICLE 19. PROTECTION OF WORK AND PROPERTY.

A. CONTRACTOR shall continuously maintain adequate protection of all goods and services provided pursuant to this Contract from damage, and shall protect the VILLAGE's

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

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where services are being performed and throughout the completion of such services.

### ARTICLE 20. NOTICE.

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

Village of North Palm Beach Attn: Andrew D. Lukasik, Village Manager 501 U.S. Highway One North Palm Beach, FL 33408

and if sent to CONTRACTOR shall be mailed to:

Starfire Corporation Attn: Mark LaBella 682 Cole Road Carrolltown, PA 15722

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

### ARTICLE 21. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

### ARTICLE 22. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein," "hereof," "hereunder," "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

### ARTICLE 23. WAIVER.

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

### ARTICLE 24. PREPARATION.

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

### ARTICLE 25. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

### ARTICLE 26. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and document referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, including, but not limited to the Request for Quotes and the CONTRACTOR's Quote/Proposal, should be treated as part of this Contract and are incorporated herein by reference.

### ARTICLE 27. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

### ARTICLE 28. SURVIVABILITY.

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

### ARTICLE 29. DEFAULT.

- A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for immediate termination:
  - 1. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
  - 2. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or

permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

- 3. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the goods and services required pursuant to this Contract on schedule as agreed to by CONTRACTOR in this Contract.
- B. CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

### ARTICLE 30. WAIVER OF SUBROGATION.

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

### **ARTICLE 31. INSPECTOR GENERAL**

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

### **ARTICLE 32. 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; <a href="mailto:npbclerk@village-npb.org">NPBCLERK@village-npb.org</a>; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

- 1. Keep and maintain public records required by the VILLAGE to perform the service.
- 2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida

Statutes, or as otherwise provided by law.

- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- 4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

#### ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

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

**CONTRACTOR:** 

BY: Charly J

Print Name: Audrey Jean Terrizzi

Title: Yesident

VILLAGE OF NORTH PALM BEACH

SVISAN BICKEI

MAYOR

ATTEST:

BY:

JESSICA GREEN VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RY.

LEONARD G. RUBIN VILLAGE ATTORNEY

# VILLAGE OF NORTH PALM BEACH VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: October 27, 2022

SUBJECT: RESOLUTION - Approval of an Amendment to the Contract with Big Fun, Inc. for

carnival rides at Heritage Day

In 2019, Village Staff issued a Request for Proposals (RFP) for amusement rides for the Village's annual Heritage Day Festival. Big Fun, Inc. was the only company that submitted a proposal. On February 13, 2020, Council accepted the proposal submitted by Big Fun, Inc. to provide rides for Heritage Day for a 3-year term (2020, 2021 and 2022) at a total annual cost not to exceed \$42,000 per year.

As you know, Heritage Day was canceled in 2020 and 2021 due to Covid-19. In addition, Big Fun, Inc. issued staff an updated proposal for FY23, since they knew there would be an increase due to inflation. The proposal included a price increase of \$13,860.00. Consequently, staff was able to budget for the added expense.

Rather than go out for bid this year, Village staff is requesting Council approval of an Amendment to the Contract with Big Fun, Inc. to extend it for one more year and waive the Village's purchasing policies and procedures. Village staff plans to go out for bid again in FY24.

#### **Account Information:**

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8229-35650	Heritage Weekend Expense	\$55,860

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

#### **Recommendation:**

Village Staff requests Council consideration and approval of the attached Resolution approving an Amendment to the Contract with Big Fun, Inc. for Heritage Day amusement rides at a cost not to exceed \$55,860, with funds expended from Account No. A8229-35650 (Parks and Recreation – Heritage Weekend Expense), and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

## **RESOLUTION 2022 -**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONTRACT WITH BIG FUN, INC. TO PROVIDE AMUSEMENT RIDES FOR HERITAGE DAY 2023 AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; WAIVING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2020-15 on February 13, 2020, the Village Council approved a Contract with Big Fun, Inc. to provide amusement rides for Heritage Day 2020 through 2022 based on a proposal submitted in response to the Village's RFP; and

WHEREAS, due to COVID-19, the Village canceled Heritage Day in 2020 and 2021, and the parties have agreed to amend the Contract to extend the term for an additional one-year period and increase the compensation paid by the Village; and

WHEREAS, the Village Council determines that the approval of the Amendment to the Contract 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:

<u>Section 1.</u> The foregoing recitals are ratified as true and incorporated herein.

<u>Section 2.</u> The Village Council hereby approves an Amendment to the Contract with Big Fun, Inc. to extend the term for an additional one-year period and increase the compensation to \$55,860.00 for Heritage Day 2023, with funds expended from Account No. A8229-35650 (Parks and Recreation – Heritage Weekend Expense). The Village Council further authorizes and directs the Mayor and Village Clerk to execute the Amendment, a copy of which is attached hereto and incorporated herein.

<u>Section 3.</u> In approving the Amendment to the Contract, the Village Council waives all conflicting purchasing policies and procedures.

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

Section 5. This Resolution shall t	ake effect immediately up	pon its adoption.	
PASSED AND ADOPTED THIS	DAY OF	, 2022.	
(Village Seal)		MAYOR	
ATTEST:			
VILLAGE CLERK			

#### AMENDMENT TO CONTRACT

This Amendment is made as of the	day of		, 2022, by a	nd betwe	en t	he
VILLAGE OF NORTH PALM BEA	CH, a Florida mur	nicipal corpora	ation, herein	after refe	red	to
as the VILLAGE, and BIG FUN,	, INC., a Florida	corporation,	hereinafter	referred	to	as
CONTRACTOR, whose Federal Emp	ployer I.D. is 20-11	152264.				

WHEREAS, on February 13, 2020, the VILLAGE and CONTRACTOR executed a Contract whereby CONTRACTOR agreed to provide amusement rides for the VILLAGE's Heritage Day event for 2020, 2021 and 2022; and

WHEREAS, the VILLAGE canceled Heritage Day in 2020 and 2021 because of the COVID-19 pandemic, and due to inflation and supply chain issues, CONTRACTOR has agreed to provide amusement rides for Heritage Day 2023 at an increased cost; and

WHEREAS, the parties wish to amend the Contract to provide for these modifications.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in the Contract and this Amendment, the receipt and sufficiency of which is hereby acknowledged by both parties, the VILLAGE and CONTRACTOR agree as follows:

- A. CONTRACTOR shall provide amusement rides for Heritage Day 2023, and the parties agree to amend subsections 1 and 2 of Article 1(C) to read as follows:
- 1. CONTRACTOR shall stage all rides/attractions at the VILLAGE's designated location so that they are ready for inspection by the State of Florida on Friday, March 31, 2023 (day before the event) and shall provide the required services at the VILLAGE's designated location on Saturday, April 1, 2023 (day of event).
- 2. In the event of inclement weather, CONTRACTOR shall provide the required services at the VILLAGE's designated location on **Sunday April 2, 2023 (day after event)**.
- B. The parties agree to amend Article 2(D) to extend the term of the Contract for an additional one-year period, unless terminated earlier in accordance with Article 7.
- C. The parties agree to amend Article 4(A) of the Contract to increase the amount of compensation paid by the VILLAGE to CONTRACTOR to **Fifty-Eight Thousand Eight Hundred and Sixty Dollars and No Cents (\$58,860.00)** for Heritage Day 2023. The Village shall pay the fifty percent (50%) deposit on or before February 1, 2023.
- D. The parties agree to add a new Article 34 to the Contract to read as follows:

#### **ARTICLE 34. 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(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

E. All other terms and conditions of the Contract, to the extent not expressly modified herein, shall remain in full force and effect. In the event of an express conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

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

CONTRACTOR:
BY:
Print Name:
Title:
VILLAGE OF NORTH PALM BEACH
BY:
DEBORAH SEARCY MAYOR
ATTEST:
BY:
JESSICA GREEN,
VILLAGE CLERK
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:
BY: VILLAGE ATTORNEY
VILLAGE ATTORNEY

# BIG FUN, INC. PROPOSAL N.P.B. 2023 HERITAGE FESTIVAL

P. O. Box 699 Jensen Beach, Fl. 34958

Phone (772) 285-2208 Fax (772) 225-0300

September 10, 2022

Stephen Poh Superintendent of Parks and Recreation Village of North Palm Beach 603 Anchorage Dr. North Palm Beach, Fl. 33408

Hi Stephen,

As in our phone conversation, there will be an increase in cost to provide the rides for the Heritage Festival.

In the past we did annual contracts, and were able to adjust prices on a yearly basis, if needed.

Looking back over the past ten years or so, we had years with no price increase, and others with small price increases. With the current 3 year contract, which is what I'd prefer, we are unable to make the annual adjustments. That is the only downfall, that I see, in the long term agreement.

Due to the unprecedented increases in the cost of virtually every aspect of our business, over the past 24 months, and with no let up insight, this years increase, unfortunately, is not small.

As you are aware, fuel prices have almost doubled, which we are feeling in our transportation costs, and when we fuel the generators that provide the power to run the event. Along with the fuel costs, our labor rates are up, substantially as well.

The State has increased the cost of inspections/permits for the rides at each event by 200-300 percent, depending on the ride, and our insurance rates have followed along, with an almost 100 percent increase since we did the bid in 2020, for the 3 year agreement.

On a normal year we might see a slight increase in one of these categories, two at most, this past year the increases were across the board and not small.

After running the numbers, and hoping things don't continue to rise, the cost to produce an event along the lines of what we did in 2022 would be \$55,860

The question during and after last years event was what would the cost be to possibly add 2 more rides? If we were to add 2 more rides, cost for those additional rides could range from \$7,500.00 to \$20,000.00 depending on what type of rides they were, kiddie, family, or spectacular, availability, and transportation costs to get them there.

Sincerely,

Michael Doolan

Big Fun, Inc.

PO Box 699 Jenson Beach, Florida

# North Palm Beach Heritage Day Festival Event Info, Photos, Ride Specs and Insurance Certificates



# North Palm Beach Heritage Day Festival

**Amusement Rides** 

April 4, 2020

Noon - 8 pm

This proposal is submitted by Big Fun, inc. and all equipment in this proposal is available at time of proposal, subject to availability at time of acceptance.

Submitted by Michael Doolan, President, Big Fun, Inc.

Me Joo 1/14/2020

## PROPOSAL OUTLINE

Event: North Palm Beach Heritage Day Festival

Date: April 4, 2020

Times: Noon - 8pm

Location:

Anchorage Park

603 Anchorage Dr.

North Palm Beach, Fl. 33408

#### SERVICE PROVIDED:

Big Fun will operate amusement rides and attractions at the Heritage Day Festival for the above listed hours.

All rides listed in this proposal are available at time of proposal, subject to availability at time of acceptance. In the event a ride is no longer available, Big Fun reserves the right to substitute a ride of equal or greater value.

All event packages require a minimum of 1 generator. Generators will be supplied by Big Fun, with service cost to be additional.

All local permits are the responsibility of the event.

All State inspections and permits are the responsibility of Big fun, with fees to be billed to event.

All proposal prices, include delivery, set-up, operating hours and dismantling fees.

Event location needs to be available no less than 48 hours prior to scheduled inspections.

# 2019-2020 FL. STATE FEES

P. O. Box 699 Jensen Beach, Fl. 34958

Phone (772) 285-2208 Fax (772) 225-0300

Annual permit for any ride	\$500.00
Inspection fees	
Kiddie	\$45.00
Non-kiddie	\$90.00
Super	\$175.00
Re-inspection fee	\$500.00
Late request fee	\$100.00 per ride
Failure to cancel	\$100.00 per ride
Weekend or State holiday inspection fee	\$75.00 per ride

P. O. Box 699 Jensen Beach, FL 34958

Phone (772) 285-2208 Fax (772) 225-0300

# ALL RIDES ARE PRICED INDIVIDUALLY.

ROCK STAR	\$6,950.00
PHARAOH'S FURY	\$6,950.00
CLIFF HANGER	\$6,950.00
ZERO GRAVITY	\$5,450.00
SURF CITY	\$4,950.00
BARREL OF FUN	\$3,750.00
SWINGER	\$4,250.00
FUN SLIDE	\$2,950.00
RIO GRANDE TRAIN	\$2,350.00
CROSS COUNTRY ADVENTURE	\$2,350.00
KIDDIE SWING	\$2,350.00
KIDDIE CARS	\$2,350.00
CAROUSEL	\$4,950.00
DRAGON WAGON	\$2,950.00
ROCKIN TUG	\$4,750.00
WILD ONE OBSTACLE COURSE	\$1,250.00
All ride packages require a minimum of two generators	\$750.00 ea.

P. O. Box 699 Jensen Beach, FL 34958

Phone (772) 285-2208 Fax (772) 225-0300

Christine Najac City of Oakland Park Event Producer (561)866-2760

Holiday Village Event

2018-current

Sharon Duke, CPRP Recreation Center Supervisor II James A. Rutherford Center Boca Raton, Fl. (561)367-7037

Annually, we do two events at Patch Reef Park.

The Children's Winter and Spring fair.

2000-current

Ron Rose Jensen Beach Chamber of Commerce (772)334-3444

Jensen Beach Pineapple Festival

1998-current

Eric Waters Recreation Coordinator City of Oakland Park (954) 630-4507

Annual Oakland Park Youth Day

2000-current

Bill Egan Parks and Recreation Village of North Palm Beach, Fl. (561)797-3003

Annual Heritage Day Festival

2005-current



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2019

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.

		ROGATION IS WAIVED, subject rtificate does not confer rights				such en	dorsement(s		require an endorsemen	t. A	statement on
PRO	DUCER	Allied Specialty Insurance	e. Inc	0.		CONTA NAME:					
10451 Gulf Blvd		1		PHONE FAX (A/C, No, Ext): (A/C, No):							
		Treasure Island, FL 3370	06-4	814		E-MAIL ADDRE			1,1351,150		
		Trododro Iolaria, FE 007				, ADDING		SURER(S) AFFOI	RDING COVERAGE		NAIC#
						INSURE					12866
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		Doolan Amusement Com				INSURER C :					
		Banquet in a Bun and TG 4331 SE Hopetown Terra		Tope	sities, inc.	INSURE					
		Stuart, FL 34997	ce			INSURER E :					
		Stuart, FL 34997				INSURE					
CO	VERA	GES CER	TIFIC	CATE	NUMBER:	1			REVISION NUMBER:		
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INSR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A		COMMERCIAL GENERAL LIABILITY	INSU	1140	CPP0101206-09		The same to the	VEX. 20 S S D I	EACH OCCURRENCE	\$	1,000,000
A		CLAIMS-MADE X OCCUR			GFF 0 10 1200-09		5/04/2019	5/04/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
									MED EXP (Any one person)	s	
									PERSONAL & ADV INJURY		1,000,000
	GEN'I	AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s 10	0,000,000
	-	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	s	1,000,000
		OTHER:								5	
^	_	MOBILE LIABILITY			CPP0101206-09		5/04/2019	5/04/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1.	000,000
Α		ANY AUTO			CFF0101200-09		0/0//2010	3/04/2020	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED							BODILY INJURY (Per accident)	s	
	V	HIRED V NON-OWNED						PROPERTY DAMAGE	5		
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	1	UMBRELLA LIAB X OCCUR			E1 D0040005 07		E/04/0040	E/04/2020	EACH OCCURRENCE	s 4	000,000
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		DED RETENTION S  KERS COMPENSATION			WCP0004513-019		E/4E/2010	F/45/0000	X PER STATUTE OTH-	*	
Α		MPLOYERS' LIABILITY ROPRIETOR/PARTNER/EXECUTIVE			WCP0004513-019		5/15/2019	5/15/2020	E.L. EACH ACCIDENT	s 1.	000,000
	OFFIC	ER/MEMBER EXCLUDED?	BEREXCLUDED? N/A						E.L. DISEASE - EA EMPLOYEE	-	000,000
	If yes,	describe under						E.L. DISEASE - POLICY LIMIT	-	000,000	
-	DESCI	RIPTION OF OPERATIONS below							E.E. DISCASE - FOCIOT CIWIT		0001000
DES	CRIPTIC	ON OF OPERATIONS / LOCATIONS / VEHIC			101, Additional Remarks Sched					*****	*******
CE	RTIFI	CATE HOLDER				CAN	CELLATION				
***	*****	********PROOF OF INSURA	NC	ONL	_~***********	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E BY PROVISIONS.		
		V 1919 1919				AUTHO (	RIZEDREPRESE	NTATIVE	Serra		

# EXHIBIT "B"

# PROPOSAL FORM

## HERITAGE DAY AMUSEMENT RIDES

# SUBMIT ONE (1) ORGINAL AND ONE (1) COPY OF YOUR PROPOSAL TO:

Village of North Palm Beach	
501 U.S. Highway One, North Palm Beach, FL 33408	
Attn: Village Clerk's Office	
Proposer's Name: Rig Fun Tos	
Proposer's Name: Big Fun Inc (Please specify the type of entity, e.g. corp	oration or partnership)
FEIN No.: 20 - 1152264	E-Mail: Mdoolan @ Bellsouth.net
Address: P.O. Box 699 Jer	isen Beach Fl. 34958
Telephone No.: 772 285-2208	Fax Number:
s T.B.D. (Figures)	ce bond, state inspection and all additional costs to ed:
To be determined	Dollars
(Written Out)	
The proposal shall be attached to this fo	rm and shall specifically include:
1. List of rides/attractions and total staffing, generators/power and ed	cost of operating each ride/attraction (inclusive of quipment).
2. Cost of state inspection.	
3. Any additional costs to operate the Specifications not included in the	ne rides/attractions in accordance with the costs listed above.
4. List of references as required by	Specifications.
1 1 1 000	Jan 14, 2020
Authorized Representative's Signature	Date
Michael Doulan	
1 110 000 1 1000 1000	Pecs

#### **EXHIBIT "C"**

#### CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two (2) or more bids or proposals are equal with respect to price, quality and service, which are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

	is confirmation, the undersigned certifies that lies fully with the above requirements.
Che 1000e	Jan 14, 2020
Authorized Representative's Signature	Date
Michael Doolan	Pres
Print Name:	Position

#### EXHIBIT "D"

# PUBLIC ENTITY CRIMES STATEMENT UNDER § 287.133, FLORIDA STATUTES

by Michael Docton President Dig Fun Inc
by Michael Doolan President Big Fon Inc.  (print individual's name and title)
r. V. T.
(print name of entity submitting sworn statement)
whose business address is PO.Box 699  Tensen Beach, F1. 34958
Jensen Beach, Fl. 34958
and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-1152264
(If the entity has no FEIN, include the Social Security Number of the Individual
signing this sworn statement:)
Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a place of society and a sector does.
plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

(Signature)

The foregoing document was sworn and subscribed before me this bay of the subscribed before me the subscrib

Notary Public

My Commission Expires: 8-12-2072

TANISHA D. STREET Notary Public. State of Florida Commission# GG 235235 My comm. expires Aug. 12, 2022

#### **EXHIBIT "E"**

# SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

(	print in	dividual's name and title)  Fon, Inc.
(	print n	ame of entity submitting sworn statement)
who	se busin	ess address is P.O. Box 699
		Jensen Bench, Fl. 34958
and (	(if appli	cable) its Federal Employer Identification Number (FEIN) is: 20-115 2264
		has no FEIN, include the Social Security Number of the Individual sworn statement:
1. I	hereby	certify that the above-named entity:
	A.	Does not participate in the boycott of Israel; and
	В.	Is not on the Scrutinized Companies that Boycott Israel List.
2.		e Contract for goods and services is for more than \$1,000,000, I hereby certify that bove-named entity:
	A.	Is not on the Scrutinized Companies with Activities in Sudan List; and
		To the state of th

- B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- C. Has not engaged in business operations in Cuba or Syria.

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

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

The foregoing document was sworn and subscribed before me this 16 day of 20 20 by Michael Social, who is personally known to me or as identification. produced

TANISHA D. STREET Notary Public, State of Florida Commission# GG 235235 My comm. expires Aug. 12, 2022 My Commission Expires: 8-12-2022

Big Fun, Inc. P.U. Box 699 Jensen Beach, Fl. 34958

Village Clerk

JAN 16 2020

Received

Sealed Proposal Heritage Day Amusement Rides

#### **RESOLUTION 2020-15**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING THE PROPOSAL SUBMITTED BY BIG FUN, INC. TO PROVIDE AMUSEMENT RIDES FOR HERITAGE DAY 2020 THROUGH 2022 AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Proposals for the Heritage Day 2020-22 amusement rides; and

WHEREAS, Village Staff recommended accepting the proposal submitted by Big Fun Inc., a Florida corporation, at a total annual cost not to exceed \$42,000.00; and

WHEREAS, the Village Council determines that the acceptance of the proposal recommended by Village Staff 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 proposal submitted by Big Fun, Inc. for the Heritage Day 2020-22 amusement rides at a total annual cost not to exceed \$42,000.00, with funds expended from Village Account No. A8229-35650 (Special Events – Heritage Day).

<u>Section 3.</u> The Village Council further authorizes and directs the Mayor and Village Clerk to execute a three-year Contract with Big Fun, Inc., a copy of which is attached hereto and incorporated herein, to perform such services in accordance with the terms and conditions set forth in the Request for Proposals issued by the Village.

<u>Section 4.</u> This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 13TH DAY OF FEBRUARY, 2020.

(Village Seal)

ATTEST:

VILLAGE CLERK

#### **CONTRACT**

This Contract is made as of the 13h day of 2020, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and BIG FUN, INC., a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal Employer I.D. is 20-1152264.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all goods and services requested under **Request for Proposals for Heritage Day Amusement Rides** and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

#### ARTICLE 1. SERVICES OF CONTRACTOR.

- A. CONTRACTOR shall provide all goods and services as stated in the Request for Proposals and CONTRACTOR's Proposal, as incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. CONTRACTOR certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County.
- B. CONTRACTOR certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County and shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- C. CONTRACTOR shall provide the required goods and services in accordance with the following:
- 1. CONTRACTOR shall stage all rides/attractions at the VILLAGE's designated location so that they are ready for inspection by the State of Florida on Friday, April 3, 2020 (day before the event) and shall provide the required services at the VILLAGE's designated location on Saturday, April 4, 2020 (day of event). In 2021, the inspection shall take place on Friday April 2, 2021 and the event shall take place on Saturday, April 3, 2021. In 2022, the inspection take place on Friday, April 1, 2022 and the event shall take place on Saturday, April 2, 2022.
- 2. In the event of inclement weather, CONTRACTOR shall provide the required services at the VILLAGE's designated location on Sunday April 5, 2020 (day after event) or Sunday April 4th in 2021 and Sunday April 3rd in 2022.
- 3. If inclement weather continues and the VILLAGE, in its sole discretion, decides not to conduct the Heritage Day festivities, the VILLAGE shall pay CONTRACTOR for the documented and verified costs of goods and services actually provided, not to exceed the maximum compensation set forth in Article 4.
- 4. CONTRACTOR shall obtain all required permits and inspections. To the extent permitted by law, the VILLAGE shall waive all VILLAGE permit and inspection fees.

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- 5. CONTRACTOR shall be responsible for maintaining, storing and protecting all rides/attractions from all acts of nature, theft, vandalism or other means of damage or destruction.
- 6. CONTRACTOR shall be responsible for removing and clearing the rides/attractions on the day of the festivities.
- D. The services provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and as stated in the Request for Proposals.

#### **ARTICLE 2. PERIOD OF SERVICE.**

- A. CONTRACTOR shall provide all goods and services in accordance with the terms of the Request for Proposals and this Contract. Time is of the essence.
- B. In the event of unpreventable acts or occurrences wholly beyond the control of and attributable to CONTRACTOR or the VILLAGE, including, by way of example, acts of God, fire, flood, riots, war, terrorist activities, drought conditions, hurricanes or other severe and unforeseen storm events ("Force Majeure Events"), prevent the CONTRACTOR from performing the services contemplated by this Contract, the CONTRACTOR shall be excused from performance under the terms of this Contract and the VILLAGE shall be relieved from payment for such services.
- C. Notwithstanding the foregoing, CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the VILLAGE or its agents.
- D. This Contract shall become effective upon approval by the VILLAGE Council and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 7. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

## ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village Parks and Recreation Supervisor.

# ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

- A. The VILLAGE agrees to compensate CONTRACTOR for the provision of all goods and services set forth in the Request for Proposals and as stated in CONTRACTOR's Proposal in an amount not to exceed **Forty-Two Thousand Dollars and No Cents (\$42,000.00)** for each year of the Contract. All pricing shall be in accordance with CONTRACTOR's Proposal dated January 14, 2020.
- B. The VILLAGE shall pay CONTRACTOR a deposit of up to fifty percent (50%) within ten (10) days after execution of this Contract by the VILLAGE for services to be performed in 2020. The balance of the compensation due to the CONTRACTOR for 2020 shall be paid subsequent to

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the Heritage Day event upon satisfactory completion of all services. The VILLAGE and CONTRACTOR shall agree to deposit payment dates for services performed in 2021 and 2022, with final payment for each year to be paid subsequent to the Heritage Day event upon satisfactory completion of all services.

- C. CONTRACTOR shall submit an invoice(s) to the VILLAGE for said compensation on the date and time mutually agreed upon by the VILLAGE and CONTRACTOR. All invoice(s) received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.
- D. Services undertaken or expenses incurred that exceed the amount set forth in this Contract without prior written authorization from the VILLAGE shall be the sole liability of CONTRACTOR.
- E. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.
- F. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods have been provided and services performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the required goods and services.
- G. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

#### ARTICLE 5. INDEMNIFICATION.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the CONTRACTOR, nor shall this



Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.

#### ARTICLE 6. PERSONNEL.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.
- B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.
- C. All of CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

#### ARTICLE 7. TERMINATION.

This Contract may be cancelled by CONTRACTOR upon ninety (90) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days written notice to CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination.

#### ARTICLE 8. FEDERAL AND STATE TAX.

The VILLAGE is exempt from 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 contractual obligations with the VILLAGE, nor is CONTRACTOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

#### ARTICLE 9. INSURANCE.

Prior to commencing any Work, CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Proposal Documents. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

#### ARTICLE 10. PAYMENT AND PERFORMANCE BOND.

- A. CONTRACTOR be required to furnish a payment and performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.
- B. CONTRACTOR shall be required at all times to have a valid payment and performance bond in force covering the work being performed. A failure to have such a bond in force at any time shall constitute a default on the part of CONTRACTOR. A bond written by a surety, who

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becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the selected proposer to meet the above requirements.

#### ARTICLE 11. SUCCESSORS AND ASSIGNS.

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

#### ARTICLE 12. GOVERNING LAW, VENUE AND REMEDIES.

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

#### ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP.

CONTRACTOR is, and shall be, in the performance this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

#### ARTICLE 14. NONDISCRIMINATION.

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

#### **ARTICLE 15. ENFORCEMENT COSTS.**

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



in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### ARTICLE 16. AUTHORITY TO PROVIDE REQUIRED SERVICES.

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services required under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

#### ARTICLE 17. SEVERABILITY.

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

#### ARTICLE 18. MODIFICATIONS OF WORK.

- A. The VILLAGE reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by CONTRACTOR of the VILLAGE's notification of a contemplated change, CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change.
- B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and CONTRACTOR shall not commence work on any such change until such written amendment is signed by CONTRACTOR and approved and executed by the VILLAGE.

#### ARTICLE 19. PROTECTION OF WORK AND PROPERTY.

- A. CONTRACTOR shall continuously maintain adequate protection of all goods and services provided pursuant to this Contract from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.
- B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where services are being performed and throughout the completion of such services.

#### **ARTICLE 20. NOTICE.**

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

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

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and if sent to CONTRACTOR shall be mailed to:

Big Fun, Inc. Attn: Michael Doolan, President P.O. Box 699 Jensen Beach, FL 34958

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

#### ARTICLE 21. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

#### ARTICLE 22. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

#### ARTICLE 23. WAIVER.

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

#### ARTICLE 24. PREPARATION.

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

#### ARTICLE 25. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.



#### ARTICLE 26. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and document referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, including, but not limited to the Request for Proposals and the CONTRACTOR's Proposal, should be treated as part of this Contract and are incorporated herein by reference.

#### ARTICLE 27. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

#### **ARTICLE 28. SURVIVABILITY.**

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

#### **ARTICLE 29. DEFAULT.**

- A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for immediate termination:
  - 1. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
  - 2. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.
  - 3. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the goods and services required pursuant to this Contract on schedule as agreed to by CONTRACTOR in this Contract.
- B. CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

## ARTICLE 30. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should

a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

#### ARTICLE 31. INSPECTOR GENERAL

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

#### ARTICLE 32. 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; <a href="mailto:npbclerk@village-npb.org">NPBCLERK@village-npb.org</a>; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

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

"NO

from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

## ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

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

CONTRACTOR:
BY: Our Over
Print Name: Michael Doolan
Time Tume.

Title: Yes.

VILLAGE OF NORTH PALM BEACH

BY: Land Cuby
DARRYL AUBREY
MAYOR

ATTEST:

BY: JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

VILLAGE ATTORNEY