



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, APRIL 27, 2023
7:00 PM

David B. Norris
Mayor

Susan Bickel
Vice Mayor

Darryl C. Aubrey
President Pro Tem

Mark Mullinix
Councilmember

Deborah Searcy
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Special Session held March 16, 2023
2. Minutes of the Special Session held March 27, 2023

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.

3. APPLICANT INTRODUCTIONS FOR VILLAGE BOARDS AND COMMITTEES

4. RESOLUTION Appointing Members to Village Boards and Committees

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

- 5. 1ST READING OF ORDINANCE 2023-08 – CODE AMENDMENT – GOLF ADVISORY BOARD**
Consider a motion to adopt on first reading Ordinance 2023-08 amending Article II, "Golf Advisory Board," of Chapter 9, "Country Club," of the Village Code of Ordinances by Amending Section 9-17 to revise the Composition and Terms of the Golf Advisory Board.
- 6. 1ST READING OF ORDINANCE 2023-09 – CODE AMENDMENT – OFF STREET PARKING SPACES AND ACCESSORY STORAGE STRUCTURES**
Consider a motion to adopt on first reading Ordinance 2023-09 amending Article III, "District Regulations," of Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-27, "R-1 Single Family Dwelling District," to require two parking spaces on a durable surface and to allow one accessory storage structure subject to additional requirements and amending Section 45-36 "General Provisions," to delete reference to detached garages.
- 7. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-07 – CODE AMENDMENT – ORDER OF BUSINESS**
Consider a motion to adopt and enact on second reading Ordinance 2023-07 amending Article II, "Council," of Chapter 2, "Administration," of the Village Code of Ordinances by repealing Section 2-26, "Order of Business."

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.

- 8. RESOLUTION** – Accepting a proposal from D.S. Eakins Construction Corporation for stormwater drainage repairs on Shore Court at a total cost of \$30,659.50; and authorizing execution of a Contract.
- 9.** Receive for file Minutes of the Environmental Committee meeting held 3/6/23.
- 10.** Receive for file Minutes of the Recreation Advisory Board meeting held 3/14/23.

OTHER VILLAGE BUSINESS MATTERS

- 11. RESOLUTION – FIRE ENGINE PURCHASE** Approving the purchase of a Sutphen G9 Body Custom Pumper Fire Apparatus from South Florida Emergency Vehicles at a total cost of \$947,940; approving a Purchase Agreement with Sutphen and a Deferred Purchase Value Agreement with Brindlee Mountain Fire Apparatus, LLC and authorizing their execution; and approving the turn-in of one 2020 Sutphen Fire Engine at the end of the lease term to Brindlee Mountain Fire Apparatus, LLC.

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.



DRAFT MINUTES OF THE SPECIAL SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MARCH 16, 2023

Present:

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

Absent:

Mark Mullinix, Councilmember

ROLL CALL

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were present except for Councilmember Mullinix who was out of town. 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.

ADMINISTRATION OF COUNCILMEMBER OATHS

Village Clerk Jessica Green administered the Oath of Office to re-elected councilmembers Susan Bickel and David Norris. Said Oaths are attached to the official Minutes of Record.

COUNCIL REORGANIZATION

Mayor Searcy opened the floor to nominations for the office of Mayor. Deborah Searcy nominated David Norris for Mayor. With no other nominations for Mayor, David Norris was declared Mayor.

Deborah Searcy nominated Susan Bickel for Vice Mayor. With no other nominations for Vice Mayor, Susan Bickel was declared Vice Mayor.

Deborah Searcy nominated Darryl Aubrey for President Pro Tem. With no other nominations for President Pro Tem, Darryl Aubrey was declared President Pro Tem.

Thereafter, the names of David Norris, Susan Bickel and Darryl Aubrey were entered into Resolution 2023-25.

RESOLUTION 2023-25 – APPOINTING COUNCIL OFFICERS

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to adopt Resolution 2023-25 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING THE MAYOR, VICE MAYOR AND PRESIDENT PRO TEM FOR THE UPCOMING YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

Thereafter, the motion to adopt Resolution 2023-25 passed with all present voting aye. Village Clerk Jessica Green administered the Oath of Office to Mayor Norris, Vice Mayor Bickel, and President Pro Tem Aubrey. Said Oaths are attached to the official Minutes of Record.

Mayor Norris thanked Council for his nomination and congratulated Councilmember Searcy on a job well done as Mayor over the past year.

STATEMENTS FROM THE PUBLIC

Pat Friedman, 1208 Marine Way, congratulated Mayor Norris and Vice Mayor Bickel for being re-elected and thanked Councilmember Searcy for doing a good job as Mayor over the past year.

Chris Ryder, 118 Dory Road S, expressed his concerns that the majority of councilmembers expressed support of the proposed Twin City Mall site redevelopment. Mr. Ryder began an overview of changes that were made to the Village code during the Spring of 2020.

Russell Beverstein, 415 U.S. Highway 1, #210, expressed his support for the proposed Twin City Mall site redevelopment, stating that change is tough, but development is progress and would benefit the community as a whole.

Bob Starkie, 36 Yacht Club Drive, thanked Council for their service. Mr. Starkie asked that the Village communicate to the residents on what is happening with the proposed 200 Yacht Club Drive project and the lawsuit filed by Robbins LLC. Mr. Starkie discussed information in the court documents regarding traffic concerns.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2023-04 COUNTRY CLUB BUDGET AMENDMENT

A motion was made by Councilmember Searcy and seconded by Vice Mayor Bickel to adopt on first reading Ordinance 2023-04 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED COUNTRY CLUB BUDGET FOR FISCAL YEAR 2023 TO UTILIZE \$200,000 IN FEE REVENUES TO FUND CAPITAL PROJECTS AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-04 COUNTRY CLUB BUDGET AMENDMENT *continued*

Mr. Bowman, Head Golf Professional explained that staff was requesting the budget amendment to provide additional capital projects at the Country Club Golf Course. Golf fee revenues have surpassed the targeted budget and the previous year's numbers during the first five (5) months of the current fiscal year. Rounds of golf played have increased from an average of 44,000 to over 56,000 per year and staff was making the request to make needed improvements at the golf course because of the increased revenues and the increased play.

Russell Beverstein, 415 U.S. Highway 1, #210, asked for clarification on the budget amendment.

Mayor Norris explained that the \$200,000 was not currently in the budget but would be added to the budget through the amendment. The source of the \$200,000 would come from golf fees revenue.

Vice Mayor Bickel asked what would happen to the remaining surplus.

Mr. Bowman stated that he anticipated additional growth in surplus funds that may be utilized later in the fiscal year, otherwise the surplus would be discussed at future budget workshops.

Thereafter, the motion to adopt on first reading Ordinance 2023-04 passed with all present voting aye.

CONSENT AGENDA APPROVED

President Pro Tem Aubrey moved to approve the Consent Agenda. Vice Mayor Bickel seconded the motion, which passed with all present voting aye. The following item was approved:

Resolution approving a Federally-Funded Subaward and Grant Agreement with the State of Florida Division of Emergency Management for the receipt of FEMA Grant Funds; and authorizing the Village Manager to execute the Agreement on behalf of the Village.

RESOLUTION 2023-27 – ACCEPTANCE OF FY 2022 AUDIT REPORT

A motion was made by Councilmember Searcy and seconded by Vice Mayor Bickel to adopt Resolution 2023-27 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT PREPARED BY THE VILLAGE AUDITOR FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022 AND AUTHORIZING ITS FILING WITH THE STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Terry Morton of Nowlen, Holt & Miner, reviewed the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2022.

Chairman Marie Silvani presented comments on behalf of the Audit Committee stating that the Audit Committee had no written comments on the report and that they were satisfied with the presentation.

Councilmember Searcy requested a round of applause for Finance Director Samia Janjua.

RESOLUTION 2023-27 – ACCEPTANCE OF FY 2022 AUDIT REPORT *continued*

Mayor Norris thanked Ms. Janjua and her staff in the Finance Department for a job well done.

Thereafter, the motion to adopt Resolution 2023-27 passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Searcy asked if there was an update on the Robbins LLC lawsuit regarding the proposed 200 Yacht Club project.

Mr. Rubin stated that a Special Master had not yet been chosen to preside over the case, once that happens he can give an update on the process and the timeline.

Councilmember Searcy stated that she observed through the Village's new webpage NPB Biz that there were businesses in the Village that were not listed as having a Business Tax Receipt. Councilmember Searcy further stated that she had researched the Village code related to Business Tax Receipts and discovered that a business such as the Memory Care Center would pay a cost of \$132 per year versus a psychic that would pay \$1217 per year. Councilmember Searcy recommended that the Business Advisory Board evaluate the Village's Business Tax Receipt fees and make recommendations for revisions.

Council came to consensus to have the Business Advisory Board review and evaluate the Village's Business Tax Receipt code and fees and to bring back their recommendations.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff stated that the Environmental Committee was planning a tree giveaway of 100 trees on April 22nd at Anchorage Park and any trees that were leftover would be given away on Arbor Day at Osbourne Park. The Environmental Committee was asking if Council would purchase the trees. Mr. Huff explained that the committee received two (2) quotes for the trees. The first quote was for \$12,000 and the second quote was for approximately \$1,100. Mr. Huff stated that he would confirm the amount of the second quote.

Council agreed to pay the approximate cost of \$1,100 for the trees.

Vice Mayor Bickel discussed the appearance of some of the swales throughout the Village and recommended that the trees given away come with a disclaimer that a permit would be needed if the resident was planning to plant their tree in their swale.


Mr. Huff stated that he would inform the Environmental Committee of Council's request to provide a disclaimer with the tree giveaway.

Mr. Huff announced that there was a Celebration of Life scheduled for Saturday, March 25th at 11 a.m. at Faith Lutheran Church for former employee Jane Lerner who had passed away.

Mr. Huff announced that the next regular Council meeting was scheduled for April 13th.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:38 p.m.



Jessica Green, MMC, Village Clerk



DRAFT MINUTES OF THE SPECIAL SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MARCH 27, 2023

Present:

David B. Norris, Mayor
Darryl C. Aubrey, Sc.D., President Pro Tem
Mark Mullinix, Councilmember
Deborah Searcy, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

Absent:

Susan Bickel, Vice Mayor

ROLL CALL

Mayor Norris called the meeting to order at 11:00 a.m. All members of Council were present except for Vice Mayor Bickel who was unable to attend. All members of staff were present.

RESOLUTION 2023-28 –SECOND AMENDMENT TO CONTRACT FOR HERITAGE DAY RIDES

A motion was made by Councilmember Mullinix and seconded by Councilmember Searcy to adopt Resolution 2023-28 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A SECOND 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 SECOND AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Leisure Services Zak Sherman explained the purpose of the resolution. The resolution would amend the contract with Big Fun, Inc. to include three (3) additional rides and increase the compensation to \$75,860 for Heritage Day 2023.

Councilmember Searcy recommended raising the price of Heritage Day tickets for the next year.

Mayor Norris recommended getting more participation or sponsorship from local businesses.

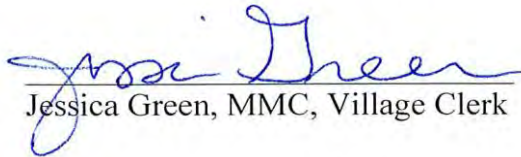
RESOLUTION 2023-28 –SECOND AMENDMENT TO CONTRACT FOR HERITAGE DAY RIDES *continued*

Discussion ensued between Councilmembers and staff regarding ideas for new ticket prices, business sponsorship and Village logo items that can be sold at events.

Thereafter, the motion to adopt Resolution 2023-28 passed with all present voting aye.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 11:08 a.m.


Jessica Green, MMC, Village Clerk

APRIL 27, 2023 APPLICANT INTRODUCTIONS FOR VILLAGE BOARDS

| NAME | BOARD(S) |
|---------------------|---|
| Leigh Arwood | 1. Recreation Advisory Board |
| Jack Baldwin | 1. Recreation Advisory Board |
| Lindsey Carmichael | 1. Golf Advisory Board |
| Christi Chane | 1. Recreation Advisory Board |
| Jennifer Gold Dumas | 1. Recreation Advisory Board |
| Scott Fetterman | 1. Infrastructure Surtax Committee 2. Police and Fire Pension Board |
| Amanda Jones | 1. Environmental Committee 2. Recreation Advisory Board |
| Katie Kahn | 1. Recreation Advisory Board |
| Ashley Knieriemen | 1. Recreation Advisory Board |
| Allen Kramer | 1. Audit Committee |
| William Luzuriagga | 1. Recreation Advisory Board |
| Belinda Morrell | 1. Recreation Advisory Board |
| Ryan Muller | 1. Audit Committee 2. Recreation Advisory Board |
| Karen O'Connell | 1. Golf Advisory Board |
| Kim Pasqualini | 1. Recreation Advisory Board |
| Richard Pizzolato | 1. Audit Committee |
| Kendra Zellner | 1. Recreation Advisory Board |
| Brian Bartels | <div> <div> <i>Unable to attend meeting, will submit public comment.</i> </div> <div> 1. Environmental Committee 2. Recreation Advisory Board </div> </div> |
| Francine Mantyh | <div> <div> <i>Unable to attend meeting, will submit public comment.</i> </div> <div> 1. Recreation Advisory Board </div> </div> |
| Brigid Misselhorn | <div> <div> <i>Unable to attend meeting, will submit public comment.</i> </div> <div> 1. Infrastructure Surtax Committee 2. Recreation Advisory Board </div> </div> |

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Friday, April 21, 2023 8:27:30 AM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Date 4/21/2023 (submitted as replacement for application received on 4/18/23)

First Name Leigh

Last Name Arwood

Home Address 845 Harbour Isles Place

Address2 *Field not completed.*

City North Palm Beach

State Florida

Zip 33410

Primary Phone Number 404-580-1021

Email Address arwoodleigh@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 2 years

Registered Voter Yes

Personal Information

Board and Committee [Summary of Board and Committee requirements and duties](#)

Information

| | |
|---|--|
| Board or Committee | Recreation Advisory Board |
| Alternate Board or Committee | Waterways Board |
| Why are you interested in serving on this Board? | I have three kids who have played recreational sports for several years in Atlanta and the North Palm Beach area. I have strong opinions on what a well-run recreational program looks like and how that can be achieved and sustained. |
| Volunteer experience | Serving second year as the Chance Drawing Chair for The Benjamin School BASH; Serving as Hospitality Chair for The Benjamin School Parent Association; Served as president of the Greater Atlanta Christian School parent association for two years; Served as a Core Leader for the North Druid Hills (Atlanta) Community Bible Study for twelve year; Served as a children's worship leader at Buckhead Church and Decatur City Church for six years; member of the Junior League of Atlanta since 2004. |
| Do you currently serve on a Village Board? | No |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |
| Board/Committee Information | |
| Education and Professional Experience | |
| Occupation | Student |
| Resume Attached? | No |
| Business Address | <i>Field not completed.</i> |
| Business Phone Number | <i>Field not completed.</i> |
| Business Email | <i>Field not completed.</i> |
| Education and/or Experience | Bachelor of Arts in English and Minor in Mass Communications from the University of Georgia 1997; Currently completing a Masters in Biblical and Theological Studies at Dallas Theological Seminary. |
| Areas of Special Interest or Additional Information | I would like to work in Women's Ministries in North Palm Beach when I complete my Masters program. |

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THE VILLAGE OF

North Palm Beach

Office of the Village Clerk

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

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

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Leigh Arwood HOME PHONE 404-580-1021

ADDRESS 845 Harbour Isles Place

OCCUPATION Student BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) arwoodleigh@gmail.com

Resume attached? (optional) Yes ☐ No ☐ Brief Description of Education/Experience Bachelor of Arts in English and Minor in Mass Communications from the University of Georgia 1997; Currently pursuing a Masters of

Biblical and Theological Studies from Dallas Theological Seminary.

Are you a registered voter? Yes ☒ No ☐ Do you live here year-round ☒ or seasonally? ☐ 6-9

How long have you lived in North Palm Beach? Two Years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Serving as Chance Drawing Chair for Benjamin's BASH (2 years); Currently serving as Hospitality Chair for TBS Parent Association; Core Leader for Atlanta Community Bible Study 12 years; Junior League of Atlanta since 2004.

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

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

- ☐ Audit Committee
- ☐ Business Advisory Board
- ☐ Environmental Committee
- ☐ Golf Advisory Board
- ☐ Infrastructure Surtax Oversight Committee
- ☐ Library Advisory Board

- ☐ General Employees Pension Board *
- ☐ Police and Fire Pension Board *
- ☐ Planning Commission *
- ☒ 1 Recreation Advisory Board
- ☐ Waterways Board

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

Applicants for Golf Advisory Board, please check if you are a: Golf Member ☐ MGA Member ☐ WGA Member ☐

Why are you interested in serving on this board? I have three kids who have played recreational sports for several years in Atlanta and NPB. I have many ideas on how to strengthen & enhance NPB's rec programs. My family loves the NPB and I want to do my part to support NPB.

Signature Leigh Arwood Date 04/21/23

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Tuesday, April 18, 2023 6:03:48 AM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Mr.

Date 4/18/2023

First Name Jack

Last Name Baldwin

Home Address 753 lagoon drive

Address2 *Field not completed.*

City North palm beach

State Florida

Zip 33408

Primary Phone Number 954-605-6255

Home Phone Number *Field not completed.*

Email Address Jack.baldwin@hotmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 12

Yes

Registered Voter

Personal Information

| | |
|--|--|
| Board and Committee Information | Summary of Board and Committee requirements and duties |
| Board or Committee | Recreation Advisory Board |
| Alternate Board or Committee | Construction Board of Adjustment |
| Why are you interested in serving on this Board? | To help serve our community with new ideas and enhancements |
| Volunteer experience | Florida Irrigation Society |
| Do you currently serve on a Village Board? | No |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |

Board/Committee Information

Education and Professional Experience

| | |
|---|---|
| Occupation | Irrigation manager/qualifying contractor |
| Resume Attached? | No |
| Upload your resume here | <i>Field not completed.</i> |
| Business Address | 1560 NW 24 ave |
| Business Phone Number | 954-946-6383 |
| Business Email | Jack@tedconner.com |
| Education and/or Experience | State of Florida Irrigation Contractor |
| Areas of Special Interest or Additional Information | Water management and education for water conservation |

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APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Brian Bartels HOME PHONE 561-797-2546

ADDRESS 749 Cinnamon Road, North Palm Beach, FL 33408

OCCUPATION Senior Environmental Specialist BUSINESS PHONE 561-529-7064

BUSINESS ADDRESS NextEra Energy Resources - 700 Universe Blvd., Juno Beach, FL 33408

E-MAIL ADDRESS (optional) brianebartels@gmail.com

Resume attached? (optional) Yes ☒ No ☐ Brief Description of Education/Experience I earned a B.S. in Forest Resources & Conservation from the University of Florida in 2015. Following graduation, I have been employed as an environmental permitting specialist where I provide expert environmental support to the siting, permitting, construction, and financing of renewable energy projects throughout the country.

Are you a registered voter? Yes ☒ No ☐ Do you live here year-round ☒ or seasonally? ☐

How long have you lived in North Palm Beach? 6 years total, 2 as a homeowner.

Please list any current or prior experience as a volunteer on a board, committee, association, etc. I currently serve as Secretary for Habitat for Humanity PBC Young Professionals board since 2020. I also volunteer as a STEM mentor with the Mentees on the Move program through Community Partners since 2019.

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

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

- ☐ Audit Committee
- ☐ Business Advisory Board
- ☒ 1 Environmental Committee
- ☐ Golf Advisory Board
- ☐ Infrastructure Surtax Oversight Committee
- ☒ 3 Library Advisory Board

- ☐ General Employees Pension Board *
- ☐ Police and Fire Pension Board *
- ☐ Planning Commission *
- ☒ 2 Recreation Advisory Board
- ☐ Waterways Board

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

Applicants for Golf Advisory Board, please check if you are a: Golf Member ☐ MGA Member ☐ WGA Member ☐

Why are you interested in serving on this board? I would like to be actively engaged with the Village and I believe my education, work experience, and civic participation would add value to a Village Board.

Signature Brian Bartels Date 4/18/2023

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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

BRIAN BARTELS

749 Cinnamon Rd. North Palm Beach, FL 33408

561-797-2546 / brianebartels@gmail.com

EDUCATION

University of Florida, Gainesville, FL

Aug. 2011-Dec. 2015

- Bachelor of Science in Forest Resources and Conservation
- Minor in Agricultural & Natural Resource Law

Graduated: Dec. 2015

EXPERIENCE

NextEra Energy Resources, Juno Beach, FL

Nov. 2016 -Present

Senior Environmental Specialist

- Support competitive proposals, acquire permits, complete risk assessments, conduct due diligence, and advise multidisciplinary teams on environmental risk and permitting strategies
- Coordinate closely with development teams, environmental peers, and external consultants to obtain all required federal, state, and local environmental licenses, permits, and approvals for development
- Employ advanced oral and written communication skills as well as analysis, problem solving, compliance, leadership, and process efficiency skills for project development

Florida Forest Service, Dunnellon, FL

June 2016- Aug.2016

Park Services Specialist, Goethe State Forest

- Systematically collected forest inventory data and forest information for assessment and analysis
- Delineated state forest property boundary markings and restored existing boundary markings
- Inspected forest stands and marked trees to be harvested for timber production

Society of American Foresters, Bethesda, Maryland

Jan. 2016-May 2016

Henry Clepper Forest Policy Intern

- Prepared background reports on natural resource/forest policy issues and programs
- Monitored environmental & natural resource legislation developing in Congress
- Acted as a liaison to partner organizations on behalf of SAF
- Published articles in SAF's monthly journal, *The Forestry Source*

INVOLVEMENT & LEADERSHIP

Habitat Young Professionals of Palm Beach County, West Palm Beach, FL

2020-Present

Secretary

- Organize volunteer events, including Habitat Home Builds in Belle Glade, Jupiter, and West Palm Beach
- Execute fundraising events to support Habitat for Humanity Palm Beach County mission
- Facilitate networking events for young industry and local community leaders

Mentees on the Move, West Palm Beach, FL

2019-Present

Mentor

- Facilitate age-appropriate STEM activities and experiments with assigned mentee elementary student
- Improve the STEM pipeline by developing a positive and respectful mentoring relationship and inspiring the next generation of leaders to positively influence our community



THE VILLAGE OF

North Palm Beach

Office of the Village Clerk

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

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

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Lindsey Carmichael HOME PHONE 603-957-1231

ADDRESS 540 Overlook Drive, North Palm Beach, FL

OCCUPATION Environmental Public Health Educator BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) lindseygcarmichael@gmail.com

Resume attached? (optional) Yes ☐ No ☐ Brief Description of Education/Experience Published author,
educator, and policy advocate. My policy work focused on strengthening regulations around exposure limits to harmful

chemicals and advocacy for safe drinking water. My educational work focused on helping expectant parents and cancer survivors

minimize chemicals of concern in their home environments.

Are you a registered voter? Yes ☐ No ☐ Do you live here year-round ☐ or seasonally? ☐ 6-9

How long have you lived in North Palm Beach? We have owned a home in PBG for eight years and are building a home in North Palm
Beach, on the golf course. We expect to move into our new home in the fall of 2023.

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

See attached.

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

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

☐ Audit Committee

☐ Business Advisory Board

☐ Environmental Committee

☒ Golf Advisory Board

☐ Infrastructure Surtax Oversight Committee

☐ Library Advisory Board

☐ General Employees Pension Board *

☐ Police and Fire Pension Board *

☐ Planning Commission *

☐ Recreation Advisory Board

☐ Waterways Board

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

Applicants for Golf Advisory Board, please check if you are a: Golf Member ☒ MGA Member ☐ WGA Member ☒

Why are you interested in serving on this board? I love the game of golf and want to play a role in optimizing
both the golf and social experience of members of the North Palm Beach Country Club.

Signature L Carmichael Date 4/15/23

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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

Lindsey G. Carmichael

704 Blakely Court Phone: 603.957.1231
Palm Beach Gardens, FL 33420 E-mail: lindseygcar michael@gmail.com

Professional Experience

- | | | |
|--|--|-----------------------|
| 2016 – 2021 | Program Instructor | Portsmouth, NH |
| Instructor for the Home Environment portion of Mass General/Wentworth-Douglass Hospital's LIFE (Lifestyle Interventions for Everyone) Wellness program, advising participants about minimizing harmful chemicals in their home environment. Program was developed for cancer survivors and their caregivers and focuses on cancer risk reduction. | | |
| 2009 – Present | Public Health Author, Instructor & Policy Advocate | Portsmouth, NH |
| Authored book titled <i>Greening Your Family</i> , published by Peter E. Randall Publisher, to educate consumers about minimizing exposure to harmful chemicals found in food, cleaning, and personal care products. Developed and marketed iPhone app containing the same information found in the book. Frequent speaker about healthy living and advocate for chemical policy reform at the local, state and federal level. | | |
| 2005 – 2011 | SMC Corporation, Industry Specialist: Life Science Applications | Portsmouth, NH |
| Member of small team responsible for executing corporate strategy to grow Life Science sales from \$32M in 2007 to \$50M in 2011. Manager of key global account providing product expertise and supporting all aspects of project work. | | |
| 1996 – 2005 | Carmichael & Associates, Self-Employed | Portsmouth, NH |
| Consultant in the field of system dynamics. Responsible for acquiring new clients, assessing their needs, creating the appropriate technological solution, assembling and managing a project team, and delivering top quality results. Wide breadth of technical experience both using and developing software. Work was concentrated in the natural gas and healthcare industries. <i>Between the years 1996 and 2001, grew revenues by 430%.</i> | | |
| 1995 - 1996 | GKA Incorporated, Consultant | Cambridge, MA |
| Worked with managers of multi-national corporations to create a deeper understanding of their firm's business issues and opportunities through the use of system dynamics and computer simulation. | | |
| 1993 - 1995 | High Performance Systems, varied positions | Hanover, NH |
| High Performance Systems (now Isee Systems) is a system dynamics-based software and consulting company. Successful performing a wide variety of duties in the following areas: consulting, marketing, sales, customer service, and product release management. | | |
| Education | 2005 - 2008 University of New Hampshire | Manchester, NH |
| Master of Public Health, May 2008. Degree focused on Environmental Public Health. | | |
| | 1989 - 1993 University of Vermont | Burlington, VT |
| Bachelor of Arts, May 1993. Major in English, Minor in Geology. | | |
| Awards | 2018 'Science for the Benefit of Environmental Health' award, given by Toxics Action Center and Boston University Superfund Research Program. | |
| | 2010 <i>Greening Your Family</i> selected as an Eric Hoffer Award finalist in the non-fiction category. | |

2003 Inducted into the Hanover, NH High School Soccer Hall of Fame.

Volunteer Work 2016 – 2021, Pease Community Assistance Panel

2014 – 2016, Board Member, New Hampshire Women's Foundation

2013 – 2021, Baker for Portsmouth's St. John's Church meal for the homeless.

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Wednesday, April 19, 2023 9:22:28 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Date 4/19/2023

First Name Christi

Last Name Chane

Home Address 537 Greenway Dr

Address2 *Field not completed.*

City North Palm Beach

State FL

Zip 33408

Primary Phone Number 5618180876

Email Address christinachane@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 7

Registered Voter Yes

Personal Information

Board and Committee [Summary of Board and Committee requirements and duties](#)

Information

| | |
|--|--|
| Board or Committee | Recreation Advisory Board |
| Alternate Board or Committee | <i>Field not completed.</i> |
| Why are you interested in serving on this Board? | My family and I have lived in North Palm Beach for about 7 years. I'm a mom of 3 children. My kids have been involved in many North Palm recreation activities including soccer, flag football, tennis, golf, swimming, etc. We spend a great deal of time on the golf course and the tennis center. North Palm has many opportunities for families and children, but there is much room for improvement as well. I'm a teacher and have been for almost 20 years. I believe my experience with children and families will be helpful in this position. I love North Palm Beach and want to continue to create wonderful opportunities for our families. |
| Volunteer experience | 1. Board member, The Arc of Palm Beach County 2. Co-Chair of Bulldog Outreach (Palm Beach Day Academy's community service organization) |
| Do you currently serve on a Village Board? | No |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |

Board/Committee Information

Education and Professional Experience

| | |
|---|---|
| Occupation | Teacher |
| Resume Attached? | <i>Field not completed.</i> |
| Business Address | <i>Field not completed.</i> |
| Business Phone Number | <i>Field not completed.</i> |
| Business Email | <i>Field not completed.</i> |
| Education and/or Experience | B.A in Psychology from San Diego State University and M.Ed in Elementary Education from DePaul University |
| Areas of Special Interest or Additional Information | <i>Field not completed.</i> |

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From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Tuesday, April 18, 2023 4:17:31 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

| | |
|-------------|---|
| Please Note | Application for Appointment (PDF) |
|-------------|---|

| | |
|------|-----------|
| Date | 4/18/2023 |
|------|-----------|

| | |
|------------|---------------|
| First Name | Jennifer Gold |
|------------|---------------|

| | |
|-----------|-------|
| Last Name | Dumas |
|-----------|-------|

| | |
|--------------|---------------------|
| Home Address | 540 Anchorage Drive |
|--------------|---------------------|

| | |
|----------|-----------------------------|
| Address2 | <i>Field not completed.</i> |
|----------|-----------------------------|

| | |
|------|------------------|
| City | north Palm Beach |
|------|------------------|

| | |
|-------|---------|
| State | Florida |
|-------|---------|

| | |
|-----|-------|
| Zip | 33408 |
|-----|-------|

| | |
|----------------------|------------|
| Primary Phone Number | 5613018871 |
|----------------------|------------|

| | |
|---------------|----------------------|
| Email Address | jdumas2004@gmail.com |
|---------------|----------------------|

| | |
|-------------------------|-----|
| Village of NPB Resident | Yes |
|-------------------------|-----|

| | |
|-----------|---------------------|
| Residency | Year-Round Resident |
|-----------|---------------------|

| | |
|----------------------------|------------|
| Length of residency in NPB | 50 + years |
|----------------------------|------------|

| | |
|------------------|-----|
| Registered Voter | Yes |
|------------------|-----|

Personal Information

| | |
|---------------------|--|
| Board and Committee | Summary of Board and Committee requirements and duties |
|---------------------|--|

Information

| | |
|--|--|
| Board or Committee | Recreation Advisory Board |
| Alternate Board or Committee | <i>Field not completed.</i> |
| Why are you interested in serving on this Board? | Become more involved with the village because being born and raised here. I grew up with all recreation had to offer. I enjoyed participating in all the facilities here in NPB. From the Country Club to the ball fields. |
| Volunteer experience | numerous children and adult activities. |
| Do you currently serve on a Village Board? | No |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |

Board/Committee Information

Education and Professional Experience

| | |
|---|---|
| Occupation | Retired physical education teacher PBC |
| Resume Attached? | <i>Field not completed.</i> |
| Business Address | <i>Field not completed.</i> |
| Business Phone Number | <i>Field not completed.</i> |
| Business Email | <i>Field not completed.</i> |
| Education and/or Experience | Physical education teacher PBC, Physical education PB Junior College, Coaching PBC Schools and Community College. |
| Areas of Special Interest or Additional Information | Tennis |

Education and Professional Experience

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From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Friday, March 31, 2023 9:17:56 PM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Mr.

Date 3/31/2023

First Name Scott

Last Name Fetterman

Home Address 2601 Wabash Drive

Address2 *Field not completed.*

City North Palm Beach

State Florida

Zip 33410

Primary Phone Number 5612481063

Home Phone Number 5616262403

Email Address Sfetterman63@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 23 years

Yes

Registered Voter

Personal Information

Board and Committee Information

[Summary of Board and Committee requirements and duties](#)

Board or Committee

Infrastructure Surtax Oversight Committee

Alternate Board or Committee

Pension Board - Police and Fire

Why are you interested in serving on this Board?

To become more involved in the community and offer my experience in municipal government.

Volunteer experience

Palm Beach County Fire Chiefs Association, Palm Beach County Fire Marshals Association, Florida Fire Marshals Association, Florida Fire Chiefs Association, Big Heart Brigade Board of Directors

Do you currently serve on a Village Board?

No

Financial Disclosure

[Form 1](#)

Ethics Training

[PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation

Deputy Chief / Fire Marshal - Retired

Resume Attached?

Yes

Upload your resume here

[Scott_Fetterman_Resume.pdf](#)

Business Address

Field not completed.

Business Phone Number

Field not completed.

Business Email

Sfetterman63@gmail.com

Education and/or Experience

BA Public Administration
BA Business Administration
BS Fire Science
Chief Fire Officer -National Fire Academy

Areas of Special
Interest or Additional
Information

I have extensive experience in Capital Improvement Plans.

Education and Professional Experience

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Scott Fetterman

DEPUTY CHIEF/FIRE MARSHAL-RETIRED

1-561-248-1063

Sfetterman63@gmail.com

North Palm Beach , FL 33410

Dedicated professional with proven performance in management, leadership and communication. Detail-oriented in problem-solving and planning. Ready to make an immediate contribution to your organization.

EXPERIENCE

DEPUTY CHIEF/FIRE MARSHAL

Palm Beach Gardens Fire Rescue

Palm Beach Gardens , FL

April 1982 - April 2013

- Resolved escalated complaints and answered questions regarding policies and procedures.
- Resolved conflicts between employees in an efficient manner while maintaining a positive work environment for all individuals involved.
- Interviewed potential candidates and provided thorough reviews to HR to aid in hiring decisions.
- Established and implemented policies and procedures to improve the efficiency of office operations.
- Analyzed expenditures and allocated department budget in alignment with corporate objectives.
- Conferred with other departments on projects involving multiple teams from different divisions.
- Provided guidance and mentorship to junior staff members when needed.
- Developed and maintained effective relationships with vendors and suppliers.
- Trained employees in job-specific tasks and evaluated continuing education needs to improve team performance.
- Addressed and mediated employee grievances and coordinated meetings with union representatives.
- Supervised direct reports and enforced adherence to established procedures and deadlines.
- Maintained accurate payroll records and submitted data to accounting department for processing.
- Collaborated with department leads and senior management to coordinate operations and drive improvements.
- Implemented and enforced corporate and departmental policies and service standards.

EDUCATION

BACHELOR OF ARTS (B.A.) IN PUBLIC ADMINISTRATION

Barry University, **Miami Shores, FL**

May 2003

SKILLS

- Critical Thinking
- Service Management
- Complex Problem-Solving
- Firefighting Operations
- Municipal Codes
- Volunteer Relations
- Reading Comprehension
- Code Enforcement
- Presentation of Evidence
- Time Management

- Fire Drill Management
- Station Maintenance
- Permit Processing
- Fire Suppression Coordination
- Emergency Dispatch
- Fire Assessment
- Damage, Danger and Loss Prevention
- Regulatory Enforcement
- Suppression Planning
- Alarm and Fire Detection Systems
- New Construction Sites
- Fire Protection
- Scene Assessments
- Firefighter Training

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Saturday, March 18, 2023 9:44:06 AM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Ms.

Date 3/18/2023

First Name Amanda

Last Name Jones

Home Address 519 Bay Road

Address2 *Field not completed.*

City North Palm Beach

State Florida

Zip 33408

Primary Phone Number 561-352-5750

Home Phone Number *Field not completed.*

Email Address amanda.soule@comcast.net

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 6

Yes

Registered Voter

Personal Information

Board and Committee Information [Summary of Board and Committee requirements and duties](#)

Board or Committee Environmental Committee

Alternate Board or Committee Recreation Advisory Board

Why are you interested in serving on this Board? I have a passion for environmental sustainability and landscaping. I would enjoy facilitating balance with home owners, the Village and a use of native plants.

Volunteer experience Community Garden Board Member
Junior League of the Palm Beaches

Do you currently serve on a Village Board? No

Financial Disclosure [Form 1](#)

Ethics Training [PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation Clinical Pharmacist

Resume Attached? Yes

Upload your resume here [JonesA_CV.docx](#)

Business Address *Field not completed.*

Business Phone Number *Field not completed.*

Business Email *Field not completed.*

Education and/or Experience PharmD
Bachelors of Science

Areas of Special Interest or Additional Information Passion for plants and the environment

Email not displaying correctly? [View it in your browser.](#)

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Amanda S. Jones

519 Bay Road
North Palm Beach, FL 33408
(561) 352-5750
amanda.soule@comcast.net

EDUCATION

| | |
|--|----------|
| Doctor of Pharmacy Palm Beach Atlantic University West Palm Beach, FL | May 2017 |
| Bachelor of Science University of Florida Gainesville, FL | May 2013 |

LICENSURES/CERTIFICATIONS/SKILLS

| | |
|--|----------------|
| Pharmacist License (PS56664) Florida Board of Pharmacy | 2017 – present |
| Consultant Pharmacist License Florida Board of Pharmacy | In progress |
| Immunization Certification Florida Board of Pharmacy | 2016 – present |
| Advanced Cardiac Life Support American Heart Association | 2018 – present |
| Basic Life Support and AED American Heart Association | 2013 – present |
| PCCA Remote Compounding Bootcamp | February 2014 |

PROFESSIONAL EXPERIENCE

Clinical Pharmacist

Cleveland Clinic (Full time)
(Part-time)

August 2017 – May 2021
May 2021 – present

Stuart, FL

- Order verification, kinetic monitoring, antibiotic dosing, IV to PO, renal dosing, IV preparations (narcotic/cardiac drips), outpatient chemotherapy and IVIG, warfarin dosing, TPN dosing and review patient profiles
- Interdisciplinary rounding and ED trained
- Operational duties – managing technicians, narcotic ordering, inventory management
- Competent with Omnicell, EPIC, and Baxter technologies

Clinical Pharmacist

Jupiter Medical Center (PRN)
Jupiter, Florida

May 2021 – present

- Order verification, kinetic monitoring, antibiotic dosing, IV to PO, renal dosing, TPN dosing and review patient profiles
- IV sterile compounding including hazardous and non-hazardous medications
- Cancer Center pharmacist, involving chemotherapy order entry, verification and IV preparation with use of Equashield products
- Competent with Cerner technology

Pharmacy Intern

Publix Pharmacy
West Palm Beach, FL

May 2015 – May 2017

- Data entry, prescription filling, insurance billing, medication counseling, and distribution of prescription medications
- Facilitated prior authorizations with insurance companies and prescribers
- Vaccine administration
- Handled doctor calls, new prescriptions, prescription transfers, and refill authorizations
- Worked with Outcomes program which captured target points for drug interactions, duplicate therapy etc. This program also notified us when patients were eligible for their annual MTM review

OTHER EMPLOYMENT

Personal Stylist

Nordstrom
Wellington, FL

May 2009 – 2012

- Curate wardrobes and select clothing based on client's preference. Maintain inventory and floor displays
- Develop relationships with clients to ensure expectations were exceeded

CLINICAL APPE ROTATIONS

Transitions of Care: Martin Health Systems
Stuart, FL

March 2016

Preceptor: Yana Santiago

- Participated in interdisciplinary team morning rounds and addressed medication related issues
- Performed initial medication reconciliation
- Provided disease state counseling and management including; diabetes, hypertension, COPD, asthma, and heart failure
- TPN initial dosing and advancement
- Managing medications for intubations, cardiac codes, and strokes in ED

Internal Medicine: VA Medical Center
West Palm Beach, FL

January – February 2016

Preceptor: Casey Murphy PharmD

- Participated in interdisciplinary team morning rounds and addressed medication related issues
- Provided anticoagulant counseling to new or recently adjusted patients
- Performed vancomycin ordering and pharmacokinetic monitoring
- Counseled patients on new medications upon discharge

Drug Information: VA Medical Center
West Palm Beach, FL

November 2016

Preceptor: Grazia Murphy PharmD

- Processed drug information requests for hospital pharmacists
- Newsletter: on use of HD versus the SD influenza vaccines
- Presented two journal clubs in regards to HD or SD influenza vaccines
- Wrote new drug monograph; Opdivo

Hospital: Good Samaritan Medical Center
West Palm Beach, FL

October 2016

Preceptor: Claudia Moore PharmD

- Daily discharge rounds, counseled patient on medications
- Assisted with daily pharmacy administration reports such as IV to PO conversions
- Disease state counseling for high risk readmission patients
- Performed daily renal dosing of antibiotics per pharmacist protocol

Ambulatory Care: Community Health Center

September 2016

West Palm Beach, FL

Preceptor: Jacintha Cauffield PharmD

- Interview and review therapeutic regimens of patients attending pharmacist managed dyslipidemia, hypertension and diabetes clinics
- Provided medication counseling for all new prescriptions; counseled patients on disease states
- Provide glucometer and insulin administration education

Compounding:

Gardens Drugs

August 2016

Palm Beach Gardens, FL

Preceptor: Chris Cutolo PharmD

- Compounded hormone replacement creams, oral preparations, thyroid capsules and medications for canines, birds, and felines
- Calibration and proper documentation of scales, electronic meters
- Utilized all safety and USP guidelines for preparation of compounded medications

Psychiatry: Baptist Medical Center
Jacksonville, FL

July 2016

Preceptor: Naomi House PharmD

- Served as drug information resource for weekly treatment teams meetings
- Presented an in-service education on medication associated falls for nursing staff
- Lead weekly medication group sessions for patients and participated in patient therapy sessions
- Medication level monitoring and dose adjustment recommendations

Community: Schaefer's Drugs
Wellington, FL

June 2016

Preceptor: Chuck Schaefer RPH

- Prescription data entry, filling, insurance billing, and dispensing
- Counseled patients on new medications and OTC medication selections
- Provided diabetes education and insulin pump instructions to newly diagnosed diabetics
- Contributed educational material to staff regarding herbals

Mission Trip: Costa Rica

May 2016

Preceptor: Christine Yocum, PharmD

- Team leader with three other rotation students
- Worked with team members to organize all medications being transported to Costa Rica
- Organized and put together entire trip formulary
- On site; made medication recommendations to physicians; counseled patients via a translator on medications; processed and dispensed medications

PRESENTATIONS

Pharmacist prescribing oral contraceptives Doctoral Presentation. Palm Beach Atlantic University; West Palm Beach, FL. April 2016

Asthma/COPD inhaler administration and technique. In-service. Presented to medical residents. JFK Medical Center; West Palm Beach, FL. July 2015

Medication Role in Fall Risk and Prevention. In service. Presented to psychiatric nursing staff. Baptist Medical Center; Jacksonville, FL. July 2016

Potential Treatment Options for Cocaine Withdrawal and Dependence. Case presentation. Presented to student pharmacist, pharmacists, and residents. Baptist Medical Center; Jacksonville, FL. July 2016

ABT- 450/r-Ombitasvir and Dasabuvir (Viekira Pak) for the Treatment of Non-Cirrhotic Genotype 1 Hepatitis C Viral Infection in Adult Patients. PHR2122 Literature Evaluation. Lloyd L. Gregory School of Pharmacy. West Palm Beach, FL, April 2015. Amanda Soule, Chip Wight, Alli Gerking, Sarah Watchek

PROFESSIONAL AFFILIATIONS

| | |
|---|----------------|
| Florida Society of Health-System Pharmacists | 2017 – Present |
| Palm Beach Society Member | |

COMMUNITY SERVICE

| | |
|--|-------------|
| Junior League of the Palm Beaches | |
| Active member | 2014 |
| Cotillion Committee | 2015 – 2017 |
| Spring Fundraising Committee | 2017 – 2018 |
| Special Events Committee | 2018 – 2019 |
| New Member Recruitment | 2019 – 2020 |
| New Member Recruitment | 2020 – 2021 |
| Leave of Absence | 2021 – 2022 |
| Arrangements Committee | 2022 – 2023 |

| | |
|--|----------|
| Costa Rica Medical Mission Trip | May 2016 |
|--|----------|

| | |
|--------------------------------------|----------|
| Honduras Medical Mission Trip | May 2017 |
|--------------------------------------|----------|

HONOR/AWARDS

UF Scholarship Athlete (Cheerleading)
F Club Member

2010 – 2013

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Saturday, April 15, 2023 10:29:41 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Ms.

Date 4/15/2023

First Name Katie

Last Name Kahn

Home Address 39 robalo court

Address2 *Field not completed.*

City North palm beach

State Florida

Zip 33408

Primary Phone Number 5613017883

Home Phone Number *Field not completed.*

Email Address Katiekahnrealtor@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 19 years

Yes

Registered Voter

Personal Information

| | |
|--|---|
| Board and Committee Information | Summary of Board and Committee requirements and duties |
| Board or Committee | Recreation Advisory Board |
| Alternate Board or Committee | Village Historian |
| Why are you interested in serving on this Board? | I've had the pleasure of living in NPB for almost 20 years, and I worked for the Rec Department as a camp counselor for 7 summers. I'd love to be more involved in my community and the department I had such a great time working for. |
| Volunteer experience | <i>Field not completed.</i> |
| Do you currently serve on a Village Board? | No |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |

Board/Committee Information

Education and Professional Experience

| | |
|---|---|
| Occupation | Realtor |
| Resume Attached? | No |
| Business Address | 4601 Military Trail suite 103 Jupiter FL 33458 |
| Business Phone Number | <i>Field not completed.</i> |
| Business Email | Katie@stanbrateam.com |
| Education and/or Experience | Bachelors in English Education FAU class of 2014 Camp Counselor for NPB 2009-2016 |
| Areas of Special Interest or Additional Information | Parks and recreation, the summer camp program, and special trips program is where I have experience in NPB, I'm also a local history buff and would love to be involved in celebrating and educating others on our NPB and PBC history. |

Education and Professional Experience

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Tuesday, April 18, 2023 5:45:32 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

| | |
|-------------|---|
| Please Note | Application for Appointment (PDF) |
|-------------|---|

| | |
|------|-----------|
| Date | 4/18/2023 |
|------|-----------|

| | |
|------------|--------|
| First Name | Ashley |
|------------|--------|

| | |
|-----------|------------|
| Last Name | Knieriemen |
|-----------|------------|

| | |
|--------------|------------------|
| Home Address | 845 Anchorage Dr |
|--------------|------------------|

| | |
|----------|-----------------------------|
| Address2 | <i>Field not completed.</i> |
|----------|-----------------------------|

| | |
|------|------------------|
| City | North Palm Beach |
|------|------------------|

| | |
|-------|---------|
| State | Florida |
|-------|---------|

| | |
|-----|-------|
| Zip | 33408 |
|-----|-------|

| | |
|----------------------|------------|
| Primary Phone Number | 5613155888 |
|----------------------|------------|

| | |
|---------------|------------------------|
| Email Address | ashwithers@hotmail.com |
|---------------|------------------------|

| | |
|-------------------------|-----|
| Village of NPB Resident | Yes |
|-------------------------|-----|

| | |
|-----------|---------------------|
| Residency | Year-Round Resident |
|-----------|---------------------|

| | |
|----------------------------|----------|
| Length of residency in NPB | 12 years |
|----------------------------|----------|

| | |
|------------------|-----|
| Registered Voter | Yes |
|------------------|-----|

Personal Information

| | |
|---------------------|--|
| Board and Committee | Summary of Board and Committee requirements and duties |
|---------------------|--|

Information

| | |
|--|--|
| Board or Committee | Recreation Advisory Board |
| Alternate Board or Committee | Recreation Advisory Board |
| Why are you interested in serving on this Board? | I have lived in this village my whole life and now I am raising my children here. I have a vested interest in offering diverse activities for our families choose from that expand our sense of community. |
| Volunteer experience | None |
| Do you currently serve on a Village Board? | No |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |

Board/Committee Information

Education and Professional Experience

| | |
|---|---|
| Occupation | Sales at the PBCCC |
| Resume Attached? | No |
| Business Address | <i>Field not completed.</i> |
| Business Phone Number | <i>Field not completed.</i> |
| Business Email | <i>Field not completed.</i> |
| Education and/or Experience | As a graduate of the university of FL, I have worked in events and hospitality my whole career. |
| Areas of Special Interest or Additional Information | <i>Field not completed.</i> |

Education and Professional Experience

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Sunday, April 2, 2023 2:50:02 PM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Mr.

Date 4/2/2023

First Name Allen

Last Name Kramer

Home Address 961 Dogwood Road

Address2 *Field not completed.*

City North Palm Beach

State FL

Zip 33408

Primary Phone Number 5613852147

Home Phone Number 5613852147

Email Address kramer.alleng@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 20 years (split up)

Yes

Registered Voter

Personal Information

| | |
|--|--|
| Board and Committee Information | Summary of Board and Committee requirements and duties |
| Board or Committee | Audit Committee |
| Alternate Board or Committee | <i>Field not completed.</i> |
| Why are you interested in serving on this Board? | I've been a North Palm Beach resident for 20 years (from age 0-18, and just moved back in April 2021), I have relevant experience in running a finance department (almost 9 years for a Public Charter School in Washington, DC, and more recently as Treasury Manager for Orangetheory), and I'm looking for ways to get involved and give back to my community to keep North Palm as the best place to live under the sun. |
| Volunteer experience | n/a |
| Do you currently serve on a Village Board? | No |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |

Board/Committee Information

Education and Professional Experience

| | |
|-----------------------------|---|
| Occupation | Treasury Manager |
| Resume Attached? | Yes |
| Upload your resume here | Allen Kramer_resume_NPB.pdf |
| Business Address | 6000 Broken Sound Pkwy NW |
| Business Phone Number | (954) 530-6903 |
| Business Email | akramer@orangetheory.com |
| Education and/or Experience | see resume attached. |
| Areas of Special | <i>Field not completed.</i> |

Interest or Additional
Information

Education and Professional Experience

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EXPERIENCE

| | |
|---|---|
| Treasury Manager <i>Orangetheory Fitness</i> Boca Raton, FL 03/2022 – Present | <ul style="list-style-type: none"> • Manage securitization structure including weekly and quarterly reporting as well as overall compliance with indenture and annual securitization audit • Maintain financial models including debt structure and cash forecasting • Organize annual business insurance renewal process • Oversee banking structure, ensuring products meet business needs |
| Director Budget & Finance <i>E.L. Haynes Public Charter School</i> Washington, DC 06/2015 – 03/2022 | <ul style="list-style-type: none"> • Drive analysis and formulation of the annual budget to ensure alignment to organization goals and fiscal responsibility • Prepare and analyze monthly forecasts, including the evaluation of assumptions, to ensure effective, timely, and actionable financial information • Prepare communications to senior management and Board of Trustees including Audit, Finance, and Facilities Committee • Educate budget owners on resources and spending; incorporate feedback for improvements • Streamline processes by integrating technology to provide better transparency • Manage entire grant lifecycle for a portfolio of \$2MM in federal funds • Guide clean and timely annual financial statement audits during FY2019-FY2021 • Manage \$8MM investment portfolio ensuring adherence to school's strategy • Manage one employee responsible monthly reconciliation and accounts payable/receivable • Assemble research and analysis that shape organizational spending |
| Manager Budget & Finance <i>E.L. Haynes Public Charter School</i> Washington, DC 05/2013 – 05/2015 | <ul style="list-style-type: none"> • Manage planning and application for \$1 MM in federal formulaic grants, as well as drawdown/reporting for entire \$2 MM portfolio of federal grants in school year 2013-2014 • Coordinate invoicing and collections for school lunch and extended day programs; compiled attendance for the extended day program • Create and distribute departmental reports, participate in quarterly meetings to assist managers in spending budgets • Monitor accounts payable system to ensure timely and accurate approval of all invoices and the use of proper coding |

EDUCATION & COURSEWORK

FLORIDA STATE UNIVERSITY
Bachelor of Science
 Major: Finance
 Minor: Economics

BLOC.IO
Software Engineering Program

GEORGETOWN UNIVERSITY
Certificate in Education Finance

BLOC PROJECTS

BLOCTIME
Angular.js, Firebase
 -Pomodoro style
 time-management system

TODAY IN HISTORY
AWS, APIs
 -Amazon Alexa skill that retrieves
 events from today's date in history

SKILLS

- Financial planning and analysis
- Non-profit management
- Advanced Microsoft Excel
- Problem-solving
- Project management
- Communication
- Technology utilization

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Tuesday, April 18, 2023 10:13:18 AM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Mr.

Date 4/18/2023

First Name WILLIAM

Last Name LUZURIAGGA

Home Address 948 DOGWOOD RD

Address2 *Field not completed.*

City NORTH PALM BEACH

State FL

Zip 33408

Primary Phone Number 5617189705

Home Phone Number *Field not completed.*

Email Address Luzuriaw@palmbeachstate.edu

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 2014

Yes

Registered Voter

Personal Information

| | |
|---------------------------------|--|
| Board and Committee Information | Summary of Board and Committee requirements and duties |
|---------------------------------|--|

| | |
|--------------------|---------------------------|
| Board or Committee | Recreation Advisory Board |
|--------------------|---------------------------|

| | |
|------------------------------|---------------------|
| Alternate Board or Committee | Planning Commission |
|------------------------------|---------------------|

| | |
|--|--|
| Why are you interested in serving on this Board? | I am interesting in serving in this board because my years of experience in our community with my leadership and foremost my previous committees involvements. |
|--|--|

| | |
|----------------------|---|
| Volunteer experience | President of Spanish Association/Colege President of the International Association/Collge Chair and Co-Chair of the Retention Committees at Palm Beach State College. Current Committe Member of the Republican Executive Committee/Palm Beach County HQ. |
|----------------------|---|

| | |
|--|----|
| Do you currently serve on a Village Board? | No |
|--|----|

| | |
|----------------------|------------------------|
| Financial Disclosure | Form 1 |
|----------------------|------------------------|

| | |
|-----------------|--|
| Ethics Training | PBC Commission on Ethics |
|-----------------|--|

Board/Committee Information

Education and Professional Experience

| | |
|------------|-------------------|
| Occupation | College Professor |
|------------|-------------------|

| | |
|------------------|----|
| Resume Attached? | No |
|------------------|----|

| | |
|------------------|--|
| Business Address | 4200 S Congress Ave Lake Worth, FL 33461 |
|------------------|--|

| | |
|-----------------------|------------|
| Business Phone Number | 5617189705 |
|-----------------------|------------|

| | |
|----------------|-----------------------------|
| Business Email | Luzuriaw@palmbeachstate.edu |
|----------------|-----------------------------|

| | |
|-----------------------------|--|
| Education and/or Experience | Palm Beach State College Professor Doctorate in Education Masters in Educational Leadership Masters in Spanish language Bachelor's in Management |
|-----------------------------|--|

| | |
|------------------|-----------------------------|
| Areas of Special | <i>Field not completed.</i> |
|------------------|-----------------------------|

Interest or Additional
Information

Education and Professional Experience

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THE VILLAGE OF

North Palm Beach

Office of the Village Clerk

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

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME FRANCINE M MANTYH HOME PHONE 561-801-0149
ADDRESS 655 ANCHORAGE DR, NORTH PALM BEACH, FL 33408
OCCUPATION REALTOR BUSINESS PHONE 561-801-0149
BUSINESS ADDRESS COLDWELL BANKER REALTY, 4590 PGA BLVD #108, PBO 33408
E-MAIL ADDRESS (optional) Francine.mantyh@yahoo.com
Resume attached? (optional) Yes ☒ No ☐ Brief Description of Education/Experience B.S. BUSINESS 1980- STATE UNIVERSITY OF NY @ ALBANY

Are you a registered voter? Yes ☒ No ☐ Do you live here year-round YES or seasonally? ☐
How long have you lived in North Palm Beach? 23 YEARS

Please list any current or prior experience as a volunteer on a board, committee, association, etc. BOARD CHAIR - BAK MOSA, BOARD DIRECTOR - DANCE THEATRE OF FLORIDA, COMMITTEE MEMBER - LEADERSHIP PALM BEACH COUNTY FOCUS 2023

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

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

- ☐ Audit Committee
- ☐ Business Advisory Board
- ☐ Environmental Committee
- ☐ Golf Advisory Board
- ☐ Infrastructure Surtax Oversight Committee
- ☐ Library Advisory Board

- ☐ General Employees Pension Board *
- ☐ Police and Fire Pension Board *
- ☐ Planning Commission *
- ☒ Recreation Advisory Board
- ☐ Waterways Board

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

Applicants for Golf Advisory Board, please check if you are a: Golf Member ☐ MGA Member ☐ WGA Member ☐

Why are you interested in serving on this board? I TRULY LOVE LIVING IN NPB AND WOULD BE PROUD TO VOLUNTEER MY TIME TO THE COMMUNITY I LIVE IN AND WANT TO GIVE BACK TO THE BEST PLACE TO LIVE UNDER THE SUN.

Signature Francine M Mantyh Date 4/18/2023

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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

FRANCINE MANTYH

As an experienced professional Realtor with a demonstrated history of working in the real estate industry, I am skilled in Listing Homes and Buyer Representation, with an emphasis on waterfront homes, club communities and luxury marketing. I am currently affiliated with Coldwell Banker whom I have been with since 2008.

I have been recognized with the International President's Circle award for 2021 and the International Society Sterling Award in 2018-2020 and 2022 for my real estate accomplishments. Along with the National Association of Realtors® designations of ABR® and PSA, I am a Coldwell Banker Luxury Property Specialist and a member of the Institute for Luxury Home Marketing Million Dollar Guild. I have earned the designation "At Home with Diversity."

Prior to my career in real estate, I was an Associate with EDSA serving as Project Accountant. I worked on such well-known projects as Paradise Island, Foxwoods Casino, Disney, Euro Disney, and numerous resorts.

I am honored to have been awarded the Community Leader Gold Medalist Partner in Education by the Palm Beach County School District for my work with Arts in Education. I am dedicated to Arts in Education through my many volunteer positions and as the parent of two children who have been actively involved in the Arts in school and through their extracurricular activities. I have been a Director on the Bak Middle School of the Arts Foundation Board of Directors (serving as Board Chair for the current and past nine years). I am especially proud of the funds we have raised and donated to the Middle School of the Arts, which totals almost \$2,000,000 over the past 10 years. I am an active member of the Forum Club and the Palm Beach North Chamber of Commerce and currently sit on the Education Committee and the Government Affairs Committee. I am also a member of the Leadership Palm Beach County Focus Class 2022.

Professional Affiliations/Designations

- Member, National Association of Realtors
- Member, Florida Association of Realtors
- Member, Realtors Association of Palm Beach
- Cartus Network Marketing Relocation Specialist
- SIRVA Relocation Team Agent
- Certified Specialist, Institute of Luxury Home Marketing
- Certified Pricing Strategy Advisor, NAR
- Accredited Buyer's Agent, NAR
- Certified At Home with Diversity

Community

- Board Chair, Middle School of the Arts Foundation
- Committee Member, Palm Beach North Chamber Education Committee
- Committee Member, Palm Beach North Chamber Government Affairs Committee
- Member, Palm Beach North Chamber of Commerce
- Member, The Forum Club
- Leadership Palm Beach County Focus 2022 Class
- Committee Member, Leadership Palm Beach County FOCUS 2023

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Tuesday, April 18, 2023 10:26:45 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Date 4/18/2023

First Name Brigid

Last Name Misselhorn

Home Address 745 Westwind Dr

Address2 *Field not completed.*

City North Palm Beach

State Florida

Zip 33408

Primary Phone Number 5613093512

Email Address brigidmisselhorn@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 35 years

Registered Voter Yes

Personal Information

Board and Committee [Summary of Board and Committee requirements and duties](#)

Information

| | |
|--|--|
| Board or Committee | Infrastructure Surtax Oversight Committee |
| Alternate Board or Committee | Recreation Advisory Board |
| Why are you interested in serving on this Board? | To be involved in the Village and volunteer to assist our community. |
| Volunteer experience | None |
| Do you currently serve on a Village Board? | No |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |

Board/Committee Information

Education and Professional Experience

| | |
|---|---|
| Occupation | Book Club Community Administrator |
| Resume Attached? | No |
| Business Address | Modernmrsdarcy.com |
| Business Phone Number | <i>Field not completed.</i> |
| Business Email | Brigid@modernmrsdarcy.com |
| Education and/or Experience | BFA from FSU in Studio Art. Was an art educator and International Baccalaureate coordinator for 10 years. Conducted school site visits for IB. |
| Areas of Special Interest or Additional Information | My first job in High School was as a page at the NPB Children's Library. Would like to learn more information on when and where the committee meetings are held and any prep work required for the positions. |

Education and Professional Experience

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Tuesday, April 18, 2023 10:26:45 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Date 4/18/2023

First Name Brigid

Last Name Misselhorn

Home Address 745 Westwind Dr

Address2 *Field not completed.*

City North Palm Beach

State Florida

Zip 33408

Primary Phone Number 5613093512

Email Address brigidmisselhorn@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 35 years

Registered Voter Yes

Personal Information

Board and Committee [Summary of Board and Committee requirements and duties](#)

Information

| | |
|--|--|
| Board or Committee | Infrastructure Surtax Oversight Committee |
| Alternate Board or Committee | Recreation Advisory Board |
| Why are you interested in serving on this Board? | To be involved in the Village and volunteer to assist our community. |
| Volunteer experience | None |
| Do you currently serve on a Village Board? | No |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |

Board/Committee Information

Education and Professional Experience

| | |
|---|---|
| Occupation | Book Club Community Administrator |
| Resume Attached? | No |
| Business Address | Modernmrsdarcy.com |
| Business Phone Number | <i>Field not completed.</i> |
| Business Email | Brigid@modernmrsdarcy.com |
| Education and/or Experience | BFA from FSU in Studio Art. Was an art educator and International Baccalaureate coordinator for 10 years. Conducted school site visits for IB. |
| Areas of Special Interest or Additional Information | My first job in High School was as a page at the NPB Children's Library. Would like to learn more information on when and where the committee meetings are held and any prep work required for the positions. |

Education and Professional Experience

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Sunday, April 16, 2023 12:20:43 PM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Ms.

Date 4/16/2023

First Name Belinda

Last Name Morrell

Home Address 537 Bay Rd

Address2 *Field not completed.*

City North Palm Beach

State FL

Zip 33408

Primary Phone Number 5617076140

Home Phone Number 5618456241

Email Address Belmor516@aol.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 37 years

Yes

Registered Voter

Personal Information

Board and Committee Information

[Summary of Board and Committee requirements and duties](#)

Board or Committee

Recreation Advisory Board

Alternate Board or Committee

Field not completed.

Why are you interested in serving on this Board?

I have lived in the Village for 37 years and raised a family with two children here. My whole family have always been involved in Recreation programs and events from soccer leagues to village plays to Jazzercise and participating in Heritage Day parades since my children were very young. My husband and I attend all of the wonderful events such as Hot Cars & Chili, Food Trucks, Christmas Trolleys, and Trivia nights. I would love the opportunity to be part of the team that advises our Recreation department in their service to the public.

Volunteer experience

I served on the scholarship committee for the Daughters of the American Revolution, served for many years on my children's' Parent Teacher Organizations in leadership roles, worked concession stand at my daughter's soccer games here in the Village, participated in Village park cleanups, and many Support Our Troops/Veteran's drives.

Do you currently serve on a Village Board?

No

Financial Disclosure

[Form 1](#)

Ethics Training

[PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation

Retired Elections Specialist II

Resume Attached?

No

Business Address

Field not completed.

Business Phone Number

Field not completed.

Business Email

Field not completed.

Education and/or
Experience

Some college

Areas of Special
Interest or Additional
Information

I am very interested in supporting more family events and organized youth activities such as art classes or theater. Also, boating safety courses for adults would be a wonderful addition to our boating community.

Education and Professional Experience

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From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Saturday, April 15, 2023 1:25:36 PM

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Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Mr.

Date 4/15/2023

First Name Ryan

Last Name Muller

Home Address 720 Cinnamon Road

Address2 *Field not completed.*

City North Palm Beach

State FLORIDA

Zip 33408

Primary Phone Number 2817856722

Home Phone Number *Field not completed.*

Email Address ryan.p.muller83@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 4 years 6 months

Yes

Registered Voter

Personal Information

Board and Committee Information

[Summary of Board and Committee requirements and duties](#)

Board or Committee

Audit Committee

Alternate Board or Committee

Recreation Advisory Board

Why are you interested in serving on this Board?

As the village grows I think it important that our younger residents take an active role in its administration. I believe that making sure the villages finances are in line and receiving the appropriate oversight is paramount to the continued success of North Palm Beach. I am a life long trade unionist and have volunteered and served in many union positions with my current and former employers. I believe in giving back and helping people and I feel that volunteering to serve on the Audit Committee or the Recreation Advisory Board is the way to such.

Volunteer experience

Master Chair - Spirit Airlines Master Executive Council (current), Vice Chair - Spirit Airlines Master Executive Council (2020-2021), Secretary-Treasurer Spirit Airlines Master Executive Council (2017-2018), Scheduling Committee Spirit Airlines (2016-2020), Joint PBS Working Group Spirit Airline (2018-2020). Scheduling Committee - Envoy Air (2012-2014), Executive Board Member (2021-Current) Air Line Pilot's Association Int'l.

Do you currently serve on a Village Board?

No

Financial Disclosure

[Form 1](#)

Ethics Training

[PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation

Captain Spirit Airlines

Resume Attached?

Yes

Upload your resume here

[Ryan Patrick Muller Resume 2022.docx](#)

Business Address

2800 Executive Way Miramar, FL 33023

Business Phone

Field not completed.

Number

Business Email

ryan.muller@spirit.com

Education and/or
Experience

Bachelors of Science - Aviation Administration, Minor Business Administration (2006) Middle Tennessee State University, Master of Business Administration (2022) University of Miami, National Mediation Board training (2018). ALPA Secretary/Treasurer Training

Areas of Special
Interest or Additional
Information

Helping people, finance, making the world a better place to live.

Education and Professional Experience


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Ryan Patrick Muller

Volunteer

Contact

281 785 6722 

ryan.p.muller83@gmail.com 

North Palm Beach, FL 

Education

University of Miami
Master Business Administration
Coral Gables, FL
2020-2022

Middle Tennessee State University
B.S. Aviation Administration
Minor Business Administration
Murfreesboro, TN
2003-2006

Skills

>> TECHNICAL

NAV Blue PBS System
S3RUS Pairing Optimizer
Data Analysis

>> PROFESSIONAL

Organizational Structure
Resource Allocation
Data Management
Strategic Planning

Objective

Dedicated union volunteer, with an unbridled work ethic, seeking to incorporate past experiences in problem solving, project management, labor relations collaboration into volunteer service with the Village of North Palm Beach.

Professional Experience

MASTER EXECUTIVE COUNCIL [MEC – MASTER CHAIRMAN]

Spirit Airlines / Airline Pilots Association Int'l / Fort Lauderdale / Sep 21- Current

- Administrator of the Spirit Airlines Pilots Collective Bargaining Agreement.
- Union counterpart to the CEO and COO of Spirit Airlines
- Managed an annual budget of over \$3MM including 28 direct reports
- Chairman of a 12-pilot board of directors responsible for contract administration and governance
- Developed and executed dispute resolution agreements with Spirit Airlines

MASTER EXECUTIVE COUNCIL [MEC] – VICE CHAIRMAN

Spirit Airlines / Air Line Pilots Association Int'l / Fort Lauderdale / Mar 2021 – Sep 2021

- Reported directly to the Master Executive Council Chairman.
- Assisted and participated in direct negotiations and administration of the Collective Bargaining Agreement with Spirit Management.
- Oversaw MEC Committee Structure including deploying resources for organizational change and development within the Spirit MEC, with 28 direct reports.
- Oversaw an annual budget of \$2.3MM.
- Vice Chairman of a 10-pilot board, responsible for contract administration and governance.

VICE – CHAIRMAN - PREFERENTIAL BIDDING WORKING GROUP [PWG]

Spirit Airlines / Air Line Pilots Association Int'l / Fort Lauderdale / Mar 2018 – Mar 2020

- Reported directly to Committee Chairman and Master Executive Council Chairman.
- Assisted in direct negotiations with Spirit Airlines management to formulate a Preferential Bid System (PBS) Memorandum of Understanding.
- Oversaw and was hands on in the implementation of the Nav Blue PBS Software at Spirit Airlines.
- Oversaw an annual budget of \$139K.
- Designed, constructed, and implemented a training and communication project plan/strategy as it pertains to PBS. Including the selection and training of 15 direct reports.
- Developed the Policy of the PWG relating to its function within the Spirit Airlines Master Executive Council.

Volunteer Work

>> AIRLINE PILOTS ASSOCIATION

Master Chairman

Vice Chairman

PBS Working Group

Secretary – Treasurer

Scheduling Committee

Pilot-2-Pilot Committee (ENY)

New-Hire Pilot Mentor (ENY)

>> Veterans of Foreign Wars

Auxiliary Post 9610

Professional Development

>> AIR LINE PILOTS ASSOCIATION

Secretary – Treasurer Training

Pilot-2-Pilot Training

National Mediation Board – Interest
Based Bargaining Training

MASTER EXECUTIVE COUNCIL [MEC] - SECRETARY – TREASURER

Spirit Airlines / Air Line Pilots Association Int'l / Fort Lauderdale / Aug 2017 – Jun 2018

- Duties included the financial management and administration of the Spirit Airlines MEC, serving on the executive leadership team reporting directly to the MEC Chairman and the ALPA VP of Finance.
- Responsible for a \$2M budget, financial oversight of all standing committees, and administration of ALPA policies pertaining to them.
- Oversaw Spirit MEC finances relating to the use of ALPA Master Contingency Fund and Operational Contingency Fund loans to insure a positive balance in the MEC account during the final stages of Collective Bargaining.
- Financially directed the MEC via a Committee Cost Structure that produced a budget surplus of \$250K and growing post Collective Bargaining.

MEMBER – SCHEDULING COMMITTEE

Spirit Airlines / Air Line Pilots Association Int'l / Fort Lauderdale / Jun 2016 – Present

- Report directly to Scheduling Committee and MEC Chairmen.
- Analyze S3RUS Pairing Optimizer data to improve pilot quality of life while meeting or exceeding company operational metrics.
- Subject Matter Expert during Temporary Restraining Order 2017-2018
- Rebranded the Scheduling Committee growing its volunteer base to 20 members.
- Established committee organizational structure.

CHAIRMAN – SCHEDULING COMMITTEE

Envoy Air / Air Line Pilots Association Int'l / Euless / Aug 2013 – May 2015

- Reported directly to the MEC Chairman and the Envoy VP of Flight Operations.
- Managed a team of up to 10 volunteers across 3 pilot domiciles (DFW, ORD, and JFK).
- Oversaw an annual budget of \$180K
- Led the ALPA implementation and integration team transitioning to the S3RUS Pairing Optimizer.



THE VILLAGE OF

North Palm Beach

Office of the Village Clerk

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

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

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Karen O'Connell HOME PHONE 609-638-3692

ADDRESS 122 Lakeshore Drive PH 32, North Palm Beach

OCCUPATION retired BUSINESS PHONE _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS (optional) koconnell99@comcast.net

Resume attached? (optional) Yes ☐ No ☒ Brief Description of Education/Experience MA Educational Research

University of Maryland MA School Administrator, UCLA San Diego

Facilitator of Technology K-12 Monroe Township School District, Monroe NJ

Are you a registered voter? Yes ☒ No ☐ Do you live here year-round ☐ or seasonally? ☒ 6 9

How long have you lived in North Palm Beach? 5 years

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Assisted Allan Bowman in creating a tee sheet that allowed for equity in opportunities for members, residents and guest to play by organizing golf group tee times around prime time tee times.

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

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

- ☐ Audit Committee
- ☐ Business Advisory Board
- ☐ Environmental Committee
- ☒ Golf Advisory Board
- ☐ Infrastructure Surtax Oversight Committee
- ☐ Library Advisory Board

- ☐ General Employees Pension Board *
- ☐ Police and Fire Pension Board *
- ☐ Planning Commission *
- ☐ Recreation Advisory Board
- ☐ Waterways Board

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

Applicants for Golf Advisory Board, please check if you are a: Golf Member ☒ MGA Member ☐ WGA Member ☒

Why are you interested in serving on this board? to assist and support golf pro in providing opportunities and services in maintaining our status as best in municipal courses. To continue to assist in organizing equity in group play.

Signature Karen O'Connell Date April 11, 2023

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

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

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Monday, April 17, 2023 7:52:28 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Ms.

Date 4/17/2023

First Name Kim

Last Name Pasqualini

Home Address 632 Inlet Rd

Address2 *Field not completed.*

City North Palm Beach

State Florida

Zip 33408

Primary Phone Number 5618276074

Home Phone Number *Field not completed.*

Email Address kbpasq3@bellsouth.net

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 8 years

Yes

Registered Voter

Personal Information

Board and Committee Information

[Summary of Board and Committee requirements and duties](#)

Board or Committee

Recreation Advisory Board

Alternate Board or Committee

Library Advisory Board

Why are you interested in serving on this Board?

I would love to serve the community and learn more about ways to help the neighborhood continue to thrive.

Volunteer experience

Just various volunteer opportunities with my kids' school and our local homeschool group. I like to be part of a group effort and look forward to helping in any way I can.

Do you currently serve on a Village Board?

No

Financial Disclosure

[Form 1](#)

Ethics Training

[PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation

bank teller and teacher, currently homeschool mom

Resume Attached?

No

Business Address

Field not completed.

Business Phone Number

Field not completed.

Business Email

Field not completed.

Education and/or Experience

BA Liberal Arts and CA Teacher Certificate

Areas of Special Interest or Additional Information

Happy to help where needed; I am especially fond of our natural spaces and the library.

Education and Professional Experience

From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Tuesday, November 22, 2022 7:45:39 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Mr.

Date 11/22/2022

First Name Rich

Last Name Pizzolato

Home Address 1618 Twelve Oaks Way

Address2 Unit 305

City North Palm Beach

State Florida

Zip 33408

Primary Phone Number 727-804-7424

Home Phone Number 561-429-6961

Email Address richp7424@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 9Years

Yes

Registered Voter

Personal Information

| | |
|--|---|
| Board and Committee Information | Summary of Board and Committee requirements and duties |
| Board or Committee | Audit Committee |
| Alternate Board or Committee | <i>Field not completed.</i> |
| Why are you interested in serving on this Board? | I've been Vice Chair of the Golf Advisory board for the past 5 years and have enjoyed being a contributor to the community and would like to add my expertise to our audit committee. |
| Volunteer experience | Golf Advisory board member. Authors the NPBCC monthly performance dashboard. |
| Do you currently serve on a Village Board? | Yes |
| Current Village Board | Golf Advisory Board |
| Financial Disclosure | Form 1 |
| Ethics Training | PBC Commission on Ethics |

Board/Committee Information

| | |
|---------------------------------------|---|
| Education and Professional Experience | |
| Occupation | Retired Market analysis |
| Resume Attached? | No |
| Business Address | <i>Field not completed.</i> |
| Business Phone Number | <i>Field not completed.</i> |
| Business Email | <i>Field not completed.</i> |
| Education and/or Experience | BA in Health Care Administration. Technology Sales and Marketing Executive and business analyst. VP Sales Baxter Information services Dynamic Control Div. (Hospital Information systems) EVP SSI Technologies, CEO Shortgrass Technologies (Golf GPS), Director, Target Marketing Tech. a data analytics company. |
| Areas of Special | <i>Field not completed.</i> |

Interest or Additional
Information

Education and Professional Experience

Email not displaying correctly? [View it in your browser.](#)

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From: noreply@civicplus.com
To: [Green Jessica](#)
Subject: Online Form Submittal: Board Application Form
Date: Friday, March 31, 2023 9:50:55 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

Please Note [Application for Appointment \(PDF\)](#)

Title Ms.

Date 3/31/2023

First Name Kendra

Last Name Zellner

Home Address 604 Laurel Court

Address2 *Field not completed.*

City North Palm Beach

State FL

Zip 33408

Primary Phone Number 2053154155

Home Phone Number *Field not completed.*

Email Address kendrazellner@gmail.com

Village of NPB Resident Yes

Residency Year-Round Resident

Length of residency in NPB 5 years and 10 months

Yes

Registered Voter

Personal Information

Board and Committee Information

[Summary of Board and Committee requirements and duties](#)

Board or Committee

Recreation Advisory Board

Alternate Board or Committee

Recreation Advisory Board

Why are you interested in serving on this Board?

I would be elated to serve on the Recreation Advisory Board! The activities in NPB are fantastic, and I want to collaborate with the rest of the board to share new ideas. I want to contribute to planning for big community events. Many of our projects on the Environmental Committee overlap with the Recreation Board, and I think I would make a great liaison to bridge the two groups.

Volunteer experience

I have been volunteering for the Environmental Committee since 2019. In addition, I am a hand-raiser for other volunteering opportunities (Heritage Day, Halloween events, Community Garden events).

Do you currently serve on a Village Board?

No

Financial Disclosure

[Form 1](#)

Ethics Training

[PBC Commission on Ethics](#)

Board/Committee Information

Education and Professional Experience

Occupation

Automotive Business Consultant

Resume Attached?

Yes

Upload your resume here

[Kendras Resume.pdf](#)

Business Address

Field not completed.

Business Phone Number

Field not completed.

Business Email

Field not completed.

Education and/or Experience

I am a business consultant in the automotive industry.

Areas of Special
Interest or Additional
Information

Field not completed.

Education and Professional Experience

Email not displaying correctly? [View it in your browser.](#)

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Kendra Zellner

Business Consultant

kendrazellner@gmail.com

2053154155

North Palm Beach, Florida

linkedin.com/in/kendra-zellner-8705143b

High-energy business consultant with extensive SaaS and project management experience.

WORK EXPERIENCE

Dealer Success Manager Roadster/CDK Global

04/2021 - Present

Tasks

- Use a consultative approach to uncover pain points and coach clients to help increase operational efficiency
- Led product implementation projects and conducted trainings
- Analyze website performance, KPIs, GA data, and utilization of tools
- Conduct quarterly business review meetings with clients
- Collaborate with sales, product, support, and engineering teams
- Onboarded a new team member and assisted with transition after 90 day goals were met
- Maintain \$2.23M ARR in dealership accounts, individual & group

Service Retention Field Manager, Southern Region BMW of North America

09/2016 - 11/2020

Tasks

- Responsible for hiring, coaching, training, and directing the efforts of the Service Retention Manager team in my region
- Managed more than 100 accounts in the Northeast and Southern BMW markets
- Provide business analysis, coaching plans, and process implementation assistance to dealer personnel
- Trained dealer personnel; Management Team, service staff, and BDC Representatives
- Creating and sustaining improvements at the dealer level to increase Service Retention, Service Effectiveness, and increase CP Parts and Labor Revenue
- Implement marketing strategies, tailored to each client

Regional Manager- Consultant Drive Performance Group

04/2015 - 12/2018

Tasks

- Onsite consulting at dealer locations for both sales and aftersales business operations
- Specialized in strategic influences techniques, different consulting modes, and change management strategies
- Coached dealer personnel; Management team, service staff, and BDC Representatives
- Facilitated workshops on behalf of BMW North America, "Maximizing Service Retention"

SKILLS

Digital Marketing

Account Management

SaaS

Software Onboarding

Start-Up Experience

Product Demo

Process Implementation

Mode

Business Consulting

Project Management

API Connections

CRM

Workshop Facilitation

Service and Sales Operations

Totango

Shopify

Google Analytics

Salesforce

Confluence

Training Content Developer

DMS

eCommerce

Relationship Management

Software Configurations

EDUCATION AND CERTIFICATIONS

Business Administration and Management Shelton State

12/2007 - 05/2011

Business and Data Analytics Certificate Cornell University

08/2019

Digital Marketing Certificate Google

02/2021

Python 360 Programming Cornell University- In Process

VOLUNTEER EXPERIENCE

Environmental Committee Member Village of North Palm Beach

04/2019 - Present

Goodwill Ambassador American German Club of the Palm Beaches

08/2014 - 08/2015

Administrative Assistant Animal Outreach

01/2008 - 01/2010

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: April 27, 2023

SUBJECT: **RESOLUTION** – Annual Village Board Appointments

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

There are 10 volunteer positions on Village Boards to be filled; appointees will serve 1, 2, 3 or 4 year terms, depending on the Board. Requests for volunteers were advertised in the Village Newsletter, on the Village website and on social media. The Village Clerk received 20 new applications for positions on 6 of the 7 boards that have openings.

The *2023 Advisory Board Applicants Report* is attached for Council consideration. The report details the positions to be filled and applicants requesting appointment. The term of appointment varies, depending on the Board, and the Village Council may modify the duration of a member's term at the time of appointment in order to provide for staggered terms. Every board does not require an adjustment in the length of the term.

Applicants will have the opportunity to introduce themselves to Council and Council will have the opportunity to ask the applicants questions during Item 6A, *Statements from the Public*. The introductions will be followed by the selection of members and approval of the resolution.

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

There is no fiscal impact.

Recommendation:

Village Administration recommends Council consideration of the applicants, selection of board members by ballot, and adoption of the proposed Resolution.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING MEMBERS TO THE AUDIT COMMITTEE, ENVIRONMENTAL COMMITTEE, GOLF ADVISORY BOARD, INFRASTRUCTURE SURTAX COMMITTEE, POLICE AND FIRE PENSION BOARD AND RECREATION ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Village Council wishes to appoint Village residents to serve on the Village Audit Committee, Environmental Committee, Golf Advisory Board, Infrastructure Surtax Committee, Police and Fire Pension Board, and Recreation Advisory Board.

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

Section 1. The following persons are hereby appointed to various Village Boards and Committees for the terms commencing May 1, 2023 and expiring as indicated below:

AUDIT COMMITTEE

_____ April 30, 2025

ENVIRONMENTAL COMMITTEE

_____ April 30, 2025

GOLF ADVISORY BOARD

_____ April 30, 2025

INFRASTRUCTURE SURTAX COMMITTEE

_____ April 30, 2025

POLICE AND FIRE PENSION BOARD

_____ April 30, 2027

RECREATION ADVISORY BOARD

| | |
|-------|----------------|
| _____ | April 30, 2025 |
| _____ | April 30, 2025 |
| _____ | April 30, 2025 |
| _____ | April 30, 2025 |

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

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

PASSED AND ADOPTED THIS 27TH DAY OF APRIL, 2023

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH

2023 BOARD APPLICANTS

Positions with terms expiring 4/30/23 are listed below. The Village Council may appoint members at its discretion. The term of appointment varies depending on the Board, and the Village Council may modify the duration at the time of appointment in order to provide for staggered terms.

Audit Committee

1 Vacant Seat Appointee will finish remainder of former member's term which expires April 30, 2025.

Requirements Village resident; education or experience in finance or business preferred

3 Applicants Allen Kramer

Ryan Muller: Interested in 2 boards
Audit Committee #1, Recreation Advisory Board #2

Richard Pizzolato: Currently serves on the Golf Advisory Board

Environmental Committee

1 Open Seat 2 year term

2 Applicants Brian Bartels: Interested in 2 boards
Environmental Committee #1, Recreation Advisory Board #2

Amanda Jones: Interested in 2 boards
Environmental Committee #1, Recreation Advisory Board #2

Golf Advisory Board

1 Open Seat MGA and WGA positions have 1 year term; all others have 2 year terms (subject to change if proposed Ordinance to amend the terms and composition of the Golf Advisory Board is adopted and enacted on 2nd reading)

Requirements 1 Resident Golf Member, 3 Resident or Non-Resident Golf Members
1 MGA Rep or Golf Member, 1 WGA Rep or Golf Member, 1 member with no Membership or Residency Requirement (subject to change if proposed Ordinance to amend the terms and composition of the Golf Advisory Board is adopted and enacted on 2nd reading)

2 Applicants Lindsey Carmichael (will need a residency waiver if appointed)
Karen O'Connell

Infrastructure Surtax Committee

1 Open Seat 2 year term

2 Applicants Scott Fetterman: Interested in 2 boards
Infrastructure Surtax Committee #1, Police and Fire Pension Board #2

Brigid Misselhorn: Interested in 2 boards
Infrastructure Surtax Committee #1, Recreation Advisory Board #2

General Employees Pension Board

1 Open Seat 2 year term

Requirements Two (2) members of the board shall be residents of the Village, selected by the Village Council to serve terms of two (2) years.

0 Applicants

Police and Fire Pension Board

| | |
|---------------------|--|
| 1 Open Seat | 4 year term |
| Requirements | One (1) member of the board shall be a resident of the Village, selected by the Village Council to serve a term of four (4) years. |
| 1 Applicant | Scott Fetterman: Interested in 2 boards Infrastructure Surtax Committee #1, Police and Fire Pension Board #2 |

Recreation Advisory Board

| | |
|----------------------|---|
| 4 Open Seats | 2 year term |
| 15 Applicants | Leigh Arwood |
| | Jack Baldwin |
| | Brian Bartels: Interested in 2 boards Environmental Committee #1, Recreation Advisory Board #2 |
| | Christi Chane |
| | Jennifer Gold Dumas |
| | Amanda Jones: Interested in 2 boards Environmental Committee #1, Recreation Advisory Board #2 |
| | Katie Kahn |
| | Ashley Knieriemen |
| | William Luzuriagga |
| | Francine Mantyh |
| | Brigid Misselhorn: Interested in 2 boards Infrastructure Surtax Committee #1, Recreation Advisory Board #2 |
| | Belinda Morrell |
| | Ryan Muller: Interested in 2 boards Audit Committee #1, Recreation Advisory Board #2 |
| | Kim Pasqualini |
| | Kendra Zellner Currently serves on the Golf Advisory Board |

VILLAGE OF NORTH PALM BEACH COUNTRY CLUB

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager
Allan Bowman, Head Golf Professional

DATE: April 27, 2023

SUBJECT: **ORDINANCE – 1st Reading – Amendment to Section 9-17 of the Village Code of Ordinances to revise the composition and terms of the Golf Advisory Board.**

Upon recommendation of the Golf Advisory Board, Village Staff is requesting Council consideration and approval of the attached Ordinance revising the composition and terms of the Board. The Village Code currently provides for a seven-member Board consisting of the following: one Men's Golf Association member (one-year term); one Women's Golf Association member (one-year term); and five additional members (two-year terms), one of whom shall be a resident golf member of the Country Club and three of whom shall be either a resident or non-resident golf member of the Country Club (with no membership or residency requirement for the fifth member).

The attached Ordinance revises Section 9-17 of the Village Code of Ordinances to provide as follows:

Composition: The Village Council shall appoint seven (7) members to serve on the Golf Advisory Board as follows:

1. One member from each of the following Country Club annual membership categories:
 - Golf resident single membership
 - Golf resident family membership
 - Restricted golf resident membership
2. One member from the Women's Golf Association (WGA shall recommend a person to serve; however, the recommendation shall not be binding on the Council). If no WGA member wishes to serve, this member may be replaced with a female golf member of the Country Club.
3. Three annual resident golf members in any membership category. At the option of the Village Council, one or more of these Board members may be a non-resident golf member of the Country Club. Resident card members are not considered annual members.

Terms: All members of the Board shall serve staggered terms of two years.

The attached Ordinance has been prepared and reviewed for legal sufficiency by the Village Attorney. There is no fiscal impact.

Recommendation:

Village Staff recommends Council consideration and approval on first reading of the attached Ordinance amending Section 9-17 of the Village Code of Ordinances to amend the composition and terms of the Village's Golf Advisory Board.

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1 wishes to serve in this capacity, this member may be replaced with
2 a female golf member of the country club.

- 3
4 3. The village council shall appoint three (3) annual resident golf
5 members in any membership category. At the option of the village
6 council, one or more of these board members may be a non-resident
7 golf member of the country club.

8
9 For the purposes of this subsection, resident card members are not
10 considered annual members.

11
12 ~~The council shall appoint one (1) advisory board member from the village men's~~
13 ~~golf association and one (1) advisory board member from the village women's golf~~
14 ~~association, each of whom shall be golf members of the country club. Each~~
15 ~~association shall recommend a person to serve as its representative on the board;~~
16 ~~however, such recommendation shall not be binding on the council. If no~~
17 ~~association member wishes to serve in this capacity, the association members may~~
18 ~~be replaced with golf members of the country club. As to the remaining five (5)~~
19 ~~advisory board members, one (1) shall be a resident golf member of the country~~
20 ~~club and three (3) shall be either a resident or non-resident golf member of the~~
21 ~~country club. There is no membership or residency requirement for the fifth regular~~
22 ~~non-association representative member.~~

23
24 (b) *Terms.* All board members shall serve staggered terms of two (2)
25 years.

26
27 (1) ~~The two (2) association representatives shall serve terms of one (1)~~
28 ~~year.~~

29
30 (2) ~~The remaining advisory board members shall serve staggered terms~~
31 ~~of two (2) years.~~

32
33 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of
34 the Village of North Palm Beach.

35
36 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
37 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
38 such holding shall not affect the remainder of this Ordinance.

39
40 Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in
41 conflict herewith are hereby repealed to the extent of such conflict.

42
43 Section 6. This Ordinance shall take effect immediately upon adoption.
44

1 PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

2
3 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
4 2023.

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6
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8 (Village Seal)

MAYOR

9
10 ATTEST:

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12 _____
13 VILLAGE CLERK

14
15
16 APPROVED AS TO FORM AND
17 LEGAL SUFFICIENCY:

18
19 _____
20 VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: April 27, 2023

SUBJECT: **ORDINANCE 1ST READING** – Amending the zoning regulations for R-1 Single-Family Dwelling District to require two off-street parking spaces and allow one of two types of accessory storage structures.

The Village Council created the Residential Ad Hoc Committee to recommend revisions to the existing Zoning Code regulations for single-family dwellings. Based on recommendations from the Ad Hoc Committee and input and review by the Planning Commission, the Village Council has already adopted amendments to the R-1 Zoning District regulations to address: minimum landscaped area; overall building height; driveway widths; and second-story setbacks/massing.

One of the final topics considered by the Ad Hoc Committee was accessory storage structures. Currently, the Village Code only allows two types of accessory structures on any single-family lot, i.e., detached automobile garages and open-air pavilions. Storage structures or sheds of any type are prohibited unless incorporated into the principal dwelling.

The Ad Hoc Committee recommended the adoption of an Ordinance revising the R-1 zoning regulations to allow for one of two types of accessory storage structures, as well as requiring two off-street parking spaces for each single-family dwelling. The proposed Ordinance was considered by the Planning Commission at a duly advertised public hearing held on March 7, 2023, and the Planning Commission recommended approval. Staff subsequently presented to the Ordinance to the Village Council at its April 13, 2023 workshop session. Members of the Council expressed concerns regarding the placement of prefabricated sheds on lots adjacent to waterways, golf courses and other open areas, as well as the height and reduced rear setback for accessory storage buildings. These provisions have been revised and are highlighted for the Village Council's reference.

In summary, the attached Ordinance amends Section 45-27 of the Village Code as follows:

- A. Amends the parking requirements to require two off-street parking spaces in lieu of one parking space and references the durable surface requirements set forth in Section 15-3(n) of the Village Code. Additionally, the parking spaces must be accessed by a durable surface and be located at least two (2) feet from all property lines. All driveway aprons located within the right-of-way must be constructed of Portland cement concrete as required by Section 24-43 of the Village Code.
- B. Adds a new provision to allow one of two types of accessory storage structures on each single-family lot (revisions are in **bold**).
 - 1. The first type of permitted accessory storage structure is a prefabricated shed that does not exceed sixty-four (64) square feet in size and eight (8) feet in overall height and meets the following additional requirements:

- The shed may only be used for the storage of household items and shall not have plumbing or electrical service.
 - The shed may not be placed in the front yard and must be predominantly screened from view of all adjoining properties, abutting rights-of-way and waterways by vegetation, fencing or other visual obstructions as approved by the Community Development Department.
 - **Sheds are not permitted on lots where the rear property line abuts a waterway, golf course or public park.**
 - The minimum side and rear setbacks are five (5) feet.
 - All roof drainage shall be retained on the lot, and the shed shall be anchored to the ground according to the manufacturer's specifications.
 - No building permit is required; however, the Community Development Department may conduct an inspection to determine that all applicable Code requirements are met and the placement of a shed on a lot constitutes consent to such inspection.
2. The second type of accessory storage structure is a permanent building that exceeds sixty-four (64) feet in size or eight (8) feet in height for which a building permit is required and meets the following additional requirements:
- The structure may be utilized to store household goods, including vehicles, and may have plumbing and electrical service. However, to prevent use as an accessory dwelling unit, the structure may not have a kitchen.
 - Except for an automobile garage (which must still meet all applicable setbacks), the accessory storage structure may not be located in the front yard.
 - The structure must have the same architectural features and the utilize the same materials and colors as the principal structure (the siding shall not be metal or plastic unless consistent with principal structure).
 - The minimum front setback shall be twenty-five (25) feet, the minimum side setback shall be ten (10) feet and the minimum rear setback shall be **twenty (20) feet**. *The original version provided for a minimum rear setback of seven and one-half (7½) feet.*
 - The maximum height shall not exceed **twelve (12) feet** or the height of the principal structure, whichever is less. *The original version provided for a maximum height of sixteen (16) feet.*
 - The maximum size of the accessory storage structure shall not exceed thirty-five (35) percent of the gross floor area of the principal structure.

The only existing regulation applicable to detached automobile garages is contained in Section 45-36 of the Village Code, which limits the height to one (1) story and the rear setback to seven and one-half (7-1/2) feet with no additional regulations. **The Ordinance deletes this provision because detached garages would now be governed by the regulations applicable to larger accessory storage structures.**

There is no fiscal impact.

Recommendation:

Village Staff seeks Council consideration on first reading of the attached Ordinance amending the zoning regulations for the R-1 Single-Family District to require two off-street parking spaces and allow one of two different types of accessory storage structures.

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WHEREAS, in coordination with Village Staff, the Ad Hoc Committee recommended additional revisions to the R-1 single-family dwelling district zoning regulations; and

WHEREAS, the Village Code currently only requires one parking space for each single-family dwelling and does not specify the location or materials, and the Committee is recommending requiring two parking spaces with durable surfaces; and

WHEREAS, the Village Code currently restricts accessory structures to one open-air pavilion and an accessory garage, and in order to address the common code violations of outside storage and unpermitted shed installation, the Committee is recommending allowing one accessory storage structure on each lot, subject to the regulations set forth herein; and

WHEREAS, on March 7, 2023, 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:

Section 1. The foregoing “Whereas” clauses are hereby ratified and incorporated herein.

Section 2. The Village Council hereby amends Article III, “District Regulations,” of Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-27 to read as follows (additional language is underlined and deleted language is ~~stricken through~~):

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

* * *

1 G. Off street parking regulations. At least ~~one~~ two parking spaces
2 measuring at least nine (9) feet by eighteen (18) feet (one hundred
3 sixty-two 162) square feet) shall be provided. ~~All p~~ Parking spaces shall
4 ~~consist of a durable surfaced area as approved by the community~~
5 ~~development director, and~~ may be enclosed in the dwelling, in an
6 accessory building or in an unenclosed area or a driveway. All vehicles
7 parking on a lot within the R-1 single-family dwelling district must be
8 parked on a durable surface, as specified in section 15-3(n) of the
9 village code. The off street parking spaces required by this section shall
10 be accessed via a durable surface and shall be located a minimum of
11 two (2) feet from all property lines. All driveway aprons shall be
12 constructed of Portland cement concrete as required by section 24-
13 43(a)(1) of this code.
14

15 H. ~~Accessory structures~~ Open-air pavilions. ~~One detached automobile~~
16 ~~garage and~~ One open-air pavilion may be constructed on any lot
17 within the R-1 single-family dwelling district provided that all
18 requirements of this chapter are met. Open air pavilions shall be subject
19 to the following additional conditions and restrictions:
20

21 1. *Permitting.*
22

23 (a) All open-air pavilions must be permitted in accordance
24 with all Florida Building Code and Village Code
25 requirements.
26

27 (b) Open-air pavilions meeting the definition of a
28 traditional chickee hut are exempt from the Florida
29 Building Code but shall be subject to consistency
30 review by the village. Consistency shall be
31 demonstrated through the issuance of a zoning permit
32 and shall require the submittal of the following
33 information:
34

35 (1) A survey that includes scaled dimensions of the
36 proposed structure, including setbacks;
37

38 (2) Proof that the builder of the chickee hut is a
39 member of either the Miccosukee Tribe of
40 Indians of Florida or the Seminole Tribe of
41 Florida (such proof consisting of a copy of the
42 tribal member's identification card); and
43

44 (3) Drawings of the proposed structure depicting, at
45 a minimum, the overall design, dimensions, roof
46 materials, and height.
47

48 2. *Dimensions.* Open-air pavilions shall not exceed two hundred
49 (200) square feet in floor area. The floor area shall be measured

1 from outside the support posts, provided that the roof overhang
2 does not exceed three (3) feet from the support posts. If the roof
3 overhang exceeds three (3) feet, the floor area shall consist of
4 the entire roofed area. For structures supported by a single-pole,
5 i.e., umbrella shape, the floor area shall be measured from the
6 drip line of the roof material.
7

8 3. *Height.* Open-air pavilions shall not exceed twelve (12) feet in
9 height or the height of the principal building located on the lot,
10 whichever is more restrictive. For sloped roofs, the height shall
11 be measured at the mean roof height.
12

13 4. *Location and Setbacks.*
14

15 (a) No open-air pavilion may be erected within ten (10) feet
16 of the side property line. This side setback shall be
17 increased to twenty (20) feet for corner lots.
18

19 (b) No open-air pavilion may be erected within seven and
20 one-half (7½) feet of the rear property line.
21

22 (c) No open-air pavilion or any portion thereof may be
23 erected between the front line of the principal building
24 and the front property lot line, within a utility or
25 drainage easement, or within a required landscape
26 buffer.
27

28 5. *Use restrictions.*
29

30 (a) An open-air pavilion shall be used only for private
31 recreational activities as an accessory use to the
32 principal residential use and shall not be used for
33 habitation, for a tool room, storage room or workshop,
34 or for any commercial purpose whatsoever.
35

36 (b) Open-air pavilions shall not be used for storage of items
37 of personal property, including, but not limited to, the
38 following:
39

40 (1) Operable or inoperable vehicles, boats, boat
41 trailers, utility trailers or similar items of
42 personal property;

43 (2) Building materials, lawn equipment, tools or
44 similar items; and
45

46 (3) Ice boxes, refrigerators and other types of food
47 storage facilities with the exception of under-
48 counter units.
49

(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.

I. Accessory storage structures. One accessory storage structure may be located on any lot within the R-1 single-family dwelling district.

1. The following regulations shall apply to prefabricated accessory storage buildings/utility sheds that do not exceed sixty-four (64) square feet in size and eight (8) feet in overall height:

a. The accessory storage building/utility shed shall only be used for the storage of household items, supplies and equipment (no vehicles) and shall not have plumbing or electrical service.

- b. No accessory storage building/utility shed or portion thereof shall be located between the front line of the principal building and the front property lot line nor shall it be located within a utility or drainage easement.
- c. No accessory storage building/utility shed shall be permitted on lots where the rear property line abuts a waterway, golf course or public park.
- d. The accessory storage building/utility shed shall be predominately screened from view from all adjoining properties, abutting rights-of-way and waterways by vegetation, fencing or other visual obstructions, as approved by the community development department.
- e. The minimum side interior setback shall be five (5) feet and minimum rear setback shall be five (5) feet.
- f. All roof drainage shall be retained on the lot and shall not adversely impact adjoining properties.
- g. The accessory storage building/utility shed shall be anchored to the ground according to the manufacturer's specifications.
- h. No building permit shall be required; however, the community development department may conduct an inspection to confirm that the above requirements are met, and the placement of an accessory storage building/utility shed on a lot constitutes the property owner's consent to such an inspection. An administrative fee may be charged as set forth in the village's adopted fee schedule.

2. The following regulations shall apply to utility sheds, storage buildings and other accessory structures that exceed sixty-four (64) square feet in size or eight (8) feet in overall height:

- a. The accessory storage structure may be utilized to store any type of household goods, including vehicles, and may have plumbing and electrical service. No kitchens are permitted, and a building permit is required.
- b. With the exception of an automobile garage, no accessory storage structure or any portion thereof may be erected between the front line of the principal building and the front property lot line nor shall it be located within a utility or drainage easement.

- c. The accessory storage structure shall have the same architectural features and utilize the same materials and colors as the principal structure. The siding of the accessory storage structure shall not be constructed of metal or plastic unless architecturally consistent with the principal structure.
- d. All accessory storage structures, including an automobile garage, shall maintain a minimum front setback of twenty-five (25) feet, a minimum side setback of (10) feet and a minimum rear setback of twenty (20) feet.
- e. The maximum height of the accessory storage structure shall not exceed twelve (12) feet or the height of the principal structure, whichever is less. Height shall be measured in the same manner as the principal structure, as specified in section 45-27(B) above.
- f. The maximum size of the accessory storage structure shall not exceed thirty-five (35) percent of the gross floor area of the principal structure.

‡ J. *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.

‡ K. *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.

- 1
2 3. A property owner who meets the overall minimum landscaped
3 area requirement set forth in subsection (1) above and who does
4 not meet the minimum landscaped area requirement in the
5 twenty-five-foot (25') front yard setback set forth in subsection
6 (2) above may request a waiver of up to five percent (5%) of
7 the minimum required area by filing a request with the
8 Community Development Department. The request shall be
9 forwarded to the Planning Commission for final action. A
10 property owner seeking such a waiver shall be required to
11 demonstrate to the Planning Commission that he or she has
12 made a reasonable attempt to comply with the required
13 minimum landscaped area within the front yard setback and has
14 mitigated any deficiency through the installation of enhanced
15 landscaping materials, the use of permeable hardscape
16 materials or some other acceptable means.
17

18 For the purposes of this subsection, the term minimum landscaped
19 area shall mean a pervious landscaped area unencumbered by
20 structures, buildings, paved parking lots, sidewalks, sports courts,
21 pools, decks, or any impervious surface. Landscape material shall
22 include, but not be limited to, grass, ground covers, bushes, shrubs,
23 hedges or similar plantings, or decorative rock or bark. No landscape
24 material shall be used for parking. However, pervious surfaces used for
25 the parking of recreational equipment in side and rear yards shall be
26 included in the calculation of the minimum landscaped area.
27

28 With respect to building permits for renovations of existing single-
29 family dwellings, the minimum landscaped area standards shall apply
30 only to the extent that the proposed scope of work impacts the
31 applicable standard.
32

- 33 ~~K~~ L. *Maximum driveway width in swale.* The total width of driveways from
34 the edge of the public roadway to the abutting privately-owned property
35 shall not exceed a total of thirty-two feet (32') in width at the property
36 line, excluding flares. For lots with ninety (90) or more feet of public
37 roadway frontage, the total width of driveways from the edge of the
38 public roadway to the abutting privately-owned private shall not exceed
39 a total of forty feet (40') in width at the property line, excluding flares.
40 Each side of a flared driveway shall be no more than three feet (3')
41 wider than the rest of the driveway.
42

43 Section 3. The Village Council hereby amends Article III, "District Regulations," of Appendix
44 C (Chapter 45) of the Village Code of Ordinances by amending Section 45-36 to read as follows
45 (deleted language is ~~stricken through~~):
46

47 **Sec. 45-36. General provisions.**
48

The provisions of this article shall be subject to the following provisions and exceptions:

* * *

C. ~~Detached garages not more than one (1) story in height may be erected and maintained within seven and one half (7½) feet of the rear line of any such lot.~~

Section 4. The provisions of this Ordinance shall become and be made a part of the Code of the Village of North Palm Beach, Florida and may be re-numbered or re-lettered to accomplish such.

Section 5. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of the Ordinance.

Section 6. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall become effective immediately upon adoption.

PLACED ON FIRST READING THIS _____ DAY OF _____, 2023.

PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: April 27, 2023

SUBJECT: **ORDINANCE 2nd Reading** – Ordinance repealing Section 2-26 of the Village Code establishing the Village Council Order of Business

At its March 9, 2023 meeting, the Village Council indicated that it wished to have more flexibility when determining the order and content of its agenda. Currently, Section 2-26 of the Village Code mandates the order of business on the Village Council agenda, only allowing variation “by unanimous consent of the councilmen present.”

In order to give the Village Council the greatest flexibility to reorder and otherwise modify the sequence of its agenda, this office has prepared the attached Ordinance repealing Section 2-26 of the Village Code in its entirety. Mandating the order of the Council agenda by Ordinance is not a customary practice.

There is no fiscal impact, and the attached Ordinance has been reviewed by legal sufficiency.

At its April 13, 2023 meeting, the Village Council unanimously adopted the Ordinance on first reading. Upon adoption on second reading and enactment, the Village Council may revise the order of the Village Council agenda by consensus.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance repealing Section 2-26 of the Village Code to allow the Council to establish and vary the order of business at Council meetings.

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AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, "COUNCIL," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY REPEALING SECTION 2-26, "ORDER OF BUSINESS;" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-26 of the Village Code of Ordinances currently prescribes the order of the agenda for Village Council meetings, only allowing such order to be varied “by unanimous consent of the councilmen present;” and

WHEREAS, the Village Council wishes to repeal Section 2-26 in its entirety to afford the Village Council flexibility to reorder or otherwise modify the sequence of the agenda; and

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

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

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

Section 2. The Village Council hereby amends Article II, “Council,” of Chapter 2, “Administration,” of the Village Code of Ordinances to repeal Section 2-26 in its entirety (deleted language ~~stricken through~~):

~~Sec. 2-26. Order of business.~~

~~The following order shall be observed in the transaction of business, but such order may be varied by unanimous consent of the councilmen present:~~

- (1) Roll call;
- (2) Invocation;
- (3) Pledge of allegiance;
- (4) Awards and recognition;
- (5) Approval of minutes;
- (6) Council business matters:
 - a. Statements from the public, petitions and communications;
 - b. Declaration of ex parte communications;
 - c. Public hearings and quasi-judicial matters;

- d. ~~Consent agenda;~~
e. ~~Other village business matters;~~
f. ~~Council and administration matters;~~

1. ~~Mayor and council matters/reports;~~
2. ~~Village manager matters/reports;~~

(7) ~~Reports (special committees and advisory boards);~~

(8) ~~Adjournment.~~

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

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

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

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

PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: April 27, 2023

SUBJECT: **RESOLUTION – Approval of a proposal from D.S. Eakins Construction Corp. for stormwater drainage repair at Shore Court in the amount of \$30,659.50 and authorizing execution of a Contract**

Village Staff identified the deteriorating condition of the drainage catch basins on Shore Court and Castlewood Drive. The materials have become available to execute repairs on the system on north and south sides of Shore Court directly in front of Nautical Ventures.

As required by the Village's purchasing policies and procedures, Village Staff received the following three quotes for the scope of work required to complete the project:

| Vendor | Total |
|--------------------------------------|-------------|
| D.S. Eakins Construction Corporation | \$30,659.50 |
| BD Environmental Group | \$37,800.00 |
| Hinterland Group Inc | \$36,000.00 |

D.S. Eakins provided the best proposal to complete the project quickly without delays at the lowest cost. In accordance with the Village's purchasing policy, all purchases in excess of \$25,000 and up to \$50,000 shall be brought to the Village Council on Consent Agenda for approval. Village Staff is recommending executing a contract with D.S. Eakins as part of its ongoing effort to improve and maintain Village infrastructure.

Funding Source:

The funding for this project will come from the Stormwater Utility Fund

Account Information:

| Fund | Department | Account Number | Account Description | Amount |
|-------------------------|--------------|----------------|---|-------------|
| Stormwater Utility Fund | Public Works | H7321-34684 | Repair & Maintenance – Stormwater Drainage System | \$30,659.50 |

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from D.S. Eakins Construction Corp. for stormwater drainage repair at Shore Court in the amount of \$30,659.50, with funds expended from Account Number H7321-34684 (Streets & Grounds – R & M Stormwater Drainage System), and authorizing the Mayor and Village Clerk to execute a Contract for these services in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM D.S. EAKINS CONSTRUCTION CORP. FOR STORMWATER DRAINAGE REPAIRS ON SHORE COURT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village sought proposals for stormwater drainage repairs on Shore Court at the intersection of Castlewood Drive; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by D.S. Eakins Construction Corp.; and

WHEREAS, the Village's purchasing policies require that purchases in excess of \$25,000 and up to \$50,000 be brought to the Village Council on consent agenda for approval; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF 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 from D.S. Eakins Construction Corp. for stormwater drainage repairs on Shore Court at a total cost of \$30,659.50, with funds expended from Account No. H7321-34684 (Repair and Maintenance – Stormwater Drainage System), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and D.S. EAKINS CONST. CORP., 1481 Kinetic Road, Lake Park, Florida 33403, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 59-1691997.

RECITALS

WHEREAS, the VILLAGE solicited proposals for stormwater drainage repairs on Shore Court at the intersection of Castlewood Drive ("Work"); and

WHEREAS, the VILLAGE wishes to accept the proposals submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

- A. CONTRACTOR shall perform the Work in accordance with its proposed Tent Fumigation Termite Agreement dated May 31, 2022 ("Proposal"), a copy of which is attached hereto and incorporated herein.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Thirty Thousand Six Hundred and Fifty-Nine Dollars and Fifty Cents (\$30,659.50)**.
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **thirty (30) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they 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. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. 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 and services have been properly 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 all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

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 CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. 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 Contract 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 CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection or as otherwise set forth in the Proposal.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public 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. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.
- C. 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 work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

- A. 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.
- B. CONTRACTOR is, and shall be, in the performance of all Work under 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.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. 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.
- E. 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.
- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- G. 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. 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. In the event of a conflict between this Contract and CONTRACTOR's Proposal, the terms of this Contract shall control.

- H. 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 an unauthorized alien. 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 believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

- (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.

J. 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 justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

D.S. EAKINS CONST. CORP.

By: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DAVID NORRIS
MAYOR

ATTEST:

BY: _____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Village of North Palm Beach
Attn: Ken Hern
Phone: (561) 691-3443
Email: khern@village-npb.org

Date: 5/31/2022
Quote Num: 22-0026
Page: 1 of 1

Job Location: Shore Ct. & Castlewood Dr. , North Palm Beach, Florida 33408 - Storm Drain Tops
Job Description: Replace P5 Inlets (2) on existing storm drain structures (2) and restore disturbed areas.

Dear Mr. Hern,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based upon City of Palm Beach Gardens - ITB2020-124PS Contract.

| Item # | Description | Quantity | Unit Price | Price |
|-------------------------------------|--|----------|---------------------------|--------------------|
| <u>Labor & Equipment</u> | | | | |
| 88 | Construction Crew "B" | 45.0 | Hours @ \$350.00 Per Hour | \$15,750.00 |
| 94 | Dump Truck | 8.0 | Hours @ \$80.00 Per Hour | \$640.00 |
| 13 | Flatbed w/ Tractor | 4.0 | Hours @ \$100.00 Per Hour | \$400.00 |
| Total Labor Estimate = | | | | \$16,790.00 |
| <u>Material</u> | | | | |
| | MOT (Allowance) | | | \$1,275.00 |
| | Type P5 Throat w/ USF 6310 & 5' Round Top Slab | 2.0 | EA @ \$2,390.00 Per EA | \$4,780.00 |
| | Cement, Sand, Brick, Hydro & Filter fabric (Allowance) | | | \$900.00 |
| | Flowable Fill | 10.0 | CY @ \$200.00 Per CY | \$2,000.00 |
| | Type S-III or SP-9.5 Asphalt | 4.0 | Tons @ \$85.00 Per Ton | \$340.00 |
| | Concrete Dump Fee | | | \$300.00 |
| 103 | 10% Markup on Materials at Cost | | | \$959.50 |
| 8 | F & I, 6" Concrete without wire | 310.0 | SF @ \$6.50 Per SF | \$2,015.00 |
| 26 | F & I, FDOT Type "F" curb - by hand | 20.0 | LF @ \$25.00 Per LF | \$500.00 |
| 53 | F & I, Floratam Sod - up to 1000 SF | 400.0 | SF @ \$2.00 Per SF | \$800.00 |
| Total Material Estimate = | | | | \$13,869.50 |

***Does Not Include: Permits, Survey, As-builts, Densities, Damage to Unmarked Private Lines, Milling/Overlay or Irrigation replace/repair.**

Respectfully,

D. Steven Eakins
Vice President
D. S. Eakins Construction

Total Estimate = \$30,659.50

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561) 842-0009



Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404
Info@HinterlandGroup.com

PROPOSAL # 22-0078-00

9/2/2022

Village of North Palm Beach
Attn: Marc Holloway
645 Prosperity Farms Road
North Palm Beach, FL 33408
mholloway@village-npb.org

#VALUE!

| Item | Description | Qty | Unit | Unit Price | Extended Price |
|------|---|-----|------|--------------|----------------|
| 0 | Lighthouse & Cinnamon - 30"x88' CIPP | 1 | LS | \$ 24,000.00 | \$24,000.00 |
| 0 | 724 Tradewind - 24"x43' CIPP | 1 | LS | \$ 15,000.00 | \$15,000.00 |
| 0 | 721 Fairhaven - 12" Cleaning/CCTV/Replace CB | 1 | LS | \$ 24,000.00 | \$24,000.00 |
| 0 | 71 Fairhaven-18"x136' CIPP | 1 | LS | \$ 15,000.00 | \$15,000.00 |
| 0 | Nautical Avenue Curb Replaement/Asphalt Patch | 1 | LS | \$ 18,000.00 | \$18,000.00 |

Grand Total: \$96,000.00

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining
5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.
6. Any other work not specifically listed in inclusions above
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By:

Andrea McTeer
AMcTeer@HinterlandGroup.com
Office: (561) 640-3503
Mobile: (561) 268-6392

Accepted By: _____

Date: _____

CGC1520354 • CUC1224634 • CBC1255077 • EC13003615

BD Environmental Group, LLC
2900 NE 7th Avenue
Pompano Beach, FL 33064
954-876-1267
accts.bdenvironmental@gmail.com
www.bdenvironmentalgroup.com

**ADDRESS**

Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida
33408

SHIP TO

Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida
33408

Estimate 2023091**DATE 04/10/2023****EXPIRATION DATE 05/11/2023****JOB**

Shore Ct and Castlewood Dr

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|----------|--|-----|-----------|-----------|
| Repair | Setup necessary MOT . Demo existing P tops 2 each and necessary surrounding arms. . Install 2 each P5 Inlets; all parts of these will be mudded together. All work areas will be restored to existing condition. . Included in this price is all labor & materials to complete the job. | 1 | 37,800.00 | 37,800.00 |

We are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installment or design. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefor increasing the Estimate. All agreements are contingent upon strikes, accidents, inclement weather or delays beyond our control. Unless noted above; engineering, permits, testing and bonds are not included in the pricing. Parties to this Estimate/Contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

| | |
|----------|-----------|
| SUBTOTAL | 37,800.00 |
| TAX | 0.00 |

| | |
|--------------|--------------------|
| TOTAL | \$37,800.00 |
|--------------|--------------------|

Accepted By**Accepted Date**

Payment terms is net 30 days of receipt of final invoice upon completion of job. Late/Collection fees will accrue monthly at 1.5% of balance after 45 days and will be the responsibility of the client.



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

**Monday, March 6, 2023
6:00 pm**

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:01 pm.
2. Roll Call:
Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Shawn Woods, Kendra Zellner, Ellen Allen, Camille Carroll
Also Present: Marc Holloway, Field Operations Manager; Zak Sherman, Director of Leisure Services; Alex Ahrenholz, Principal Planner; Debbie Searcy, Mayor
3. The Minutes of the February 6, 2023 regular meeting were approved.
4. Public Comments - Chris Ryder, 118 Dory Road S. – Dangers to Anchorage Park shorelines.
5. Presentation by PBC Director of Resilience Megan Houston.
6. Dry Storage Invasive Species Removal Update - Council approved the smaller scale project which would include removing some of the invasive species, straightening the existing north fence line and increasing the overall length of the fence which will add 25 new parking spaces, additional landscaping and walking path, regrading, tree removal, etc.
7. Tree Removal Permitting Process Discussion:
 - a. Committee is in favor of a new Ordinance.
 - b. Mayor Searcy will recommend this item to Council for discussion.
8. Residential Property Owner Tree Removal:
 - a. Mark Holloway mentioned that a swale tree was removed on N. Anchorage Drive.
 - b. Mark Holloway mentioned that a resident would like to remove a non-swale tree due to disease at the intersection of Lighthouse Drive and Anchorage Drive. Mark will ask an Arborist for their opinion on the health of the tree to determine whether it can be saved or require removal.

- c. Committee is compiling a list of preferred trees to replace those that have been removed or are going to be removed.
- 8. Community Greening:
 - a. Saturday, April 22 Earth Day at Anchorage Park – Indian Trail Nursery will provide 100 trees and bushes for a tree giveaway, cost \$1,000.00.
 - b. Saturday, April 29 Arbor Day at Osborne Park – Community Garden Board is considering a plant giveaway.
- 9. Speaker Series:
 - a. March 25 - Master Gardener Brian Forcheiner: Integrative Pest Management – The Good, the Bad and the Ugly.
 - b. May 13 – Committee recommends resident Teri Jabour, President of the PBC North American Butterfly Association.
- 10. Kendra Zellner provided a business survey for the committee to review for discussion at the next meeting.
- 11. Member Comments:
 - a. For Discussion at the Next Meeting:
 - i. District Presentation - Earman River spillway – how to prevent the big canal trash/debris from flowing into to the Earman River.
 - ii. Resident education on how to prevent trash/debris from traveling into the Earman River.
 - iii. Plant Giveaway.
 - iv. Residential Landscaping Code Language.
 - v. Should Solid Waste Authority attend and encourage recycling at Heritage Day?
 - vi. Committee suggestions for two (2) new trees at Anchorage Park to replace the Ficus trees that were removed.
- 12. Staff Comments - Marc Holloway stated that he is envisioning a U-Tube video series resident education piece on trash/recycling, tree removal/maintenance, etc.
- 13. Next meetings: the next meeting will be on April 3, 2023 at 6:00 pm at Anchorage Park.
- 14. Adjournment: the meeting adjourned at 7:34 pm.

**Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
March 14, 2023 at 7:00 pm
Anchorage Park**

1) Call to Order: Chair Bell

2) Roll Call:

| | |
|-----------------|---|
| Bob Bell, Chair | Don Grill, Vice Chair |
| Stephen Heiman | Paul Beach |
| Mia St John | Village Council Representative: Susan Bickel |
| Rita Budnyk | Stephen Poh, Superintendent of Parks and Recreation |
| Maria Cassidy | |

Bob Bell absent (out of town). All other members present. Susan Bickel was Council representative. Staff member Stephen Poh filled in for Zak Sherman.

2) Approval of Minutes:

Motion by Stephen Heiman to approve. Second by Mia St John.

3) Public Comments:

Cindy Seaberg / Gilbert Whetstone: Follow up on petition. No real pickle ball courts. Great response. Submitted petition to council. 670 signatures in two weeks' time. Presented to council. Got quote for eight Pickleball courts from Sports Surfaces company. Osborne would make a great spot.

Don Grill: could we use the asphalt at Osborne Park?

Rita: Council is going to get our recommendation.

Cindy: is there any money from surtax?

Susan Bickel: that money was used for infrastructure.

Stephen Poh: \$50,000 to \$60,000 for 3 courts at Osborne Park.

Don Grill: try to get these companies to go out and measure and ask them for a cost on 3 courts.

Susan Bickel: there is a whole process that it has to go out to bid.

Chris Ryder: new playground looks great. Great addition. Glad to see that there is shade. Nice asset to community.

4) Director's Report:

Lakeside Park:

Golf Cart

- The cart has finally arrived to the dealership but the accessories are back ordered. We are trying to get more information on ETA.

Playground

- Waiting on new parts for Playground; should arrive in April.

Rangers

- Issued 2 parking tickets at Lakeside Park in January/February. One ticket was paid and one is outstanding.

Anchorage Park:

New Playground

- Sail shade is scheduled to "ship" March 8. If all goes as planned, sail shade will get installed March 15, and then ribbon cutting will be at 4:30pm on the 16th.
- Plan to install camera at playground once shade is up.
- Installed new benches around playground and new trash bins by one of the small pavilions (on cement pad).

Dry Storage

- Still working with FPL/Smith Engineering/Engenuity on renovation plans and undergrounding of overhead lines.

Precision

- Repaired sod in baseball field outfield.
- Removed two trees closest to building that were not doing well. Environmental committee to recommend what trees to plant in their place.

Walk/Run Club

- From Rita Budnyk:
 - Thank you for participating in the very first walk/run of the NPB WalkRun Club. We hope that this is the start of many future events and growing participation. For those who would like to volunteer or offer suggestions on how to make this Club successful, please send me an e-mail. npbwalkrunclub@gmail.com I, with the help and guidance of NPB Village Recreation & Leisure Staff, will be monitoring this email.
 - 6 people attended first meeting.
 - Been holding it at Anchorage Park every Saturday at 8am.

Marina:

Boat Ramp

- Sea Diversified working to get us quotes; Bill Saddler met staff at boat ramp on March 9. Next steps are for him to put proposal together.

Rangers

- Issued 17 tickets in January/February at the boat ramp for either expired stickers or no sticker at all.

Community Center:

Playground

- Waiting on Neutron Carousel for playground along with 1 wear mat to arrive; should arrive by June.

Gym Floor

- Plan to redo gym floor after summer camp; floor was last done in 2010. Goes to Council March 9. (Approved). (Installation after summer camp July 31 – August 20th).

Dodgeball

- Next game is Monday, March 20 from 6-8pm

NPB Youth T-Ball Co-Ed

- Did not implement because only 1 person signed up; issued refund.

Youth Soccer and minis soccer

- End-of-Season party/cookout will be on March 16th, after the championship game.

Youth Basketball and Minis

- Registration is currently live. Season starts April 3, 4 & 6.

Spring Break Camp

- Registration is full at 20 kids.

Summer Camp

- Draft schedule is done; working on quotes for busing.

Fence replacement

- Keyed Up fence replaced remainder of Community Center field fence.

Musco lighting

- Ordered control link so staff can control lighting from PC or phone.

Plumbing

- New bottle filler has been installed on little building near the playground.

AT&T Cell Tower

- AT&T rents the cell tower by the picnic shelter. They plan to do some work to their equipment upcoming. We asked them not to start until after soccer is over.

Osborne Park:

Community Garden

- Tiki Hut
 - Installed 10 X 20 tiki hut next to garden; also ordered picnic table for the hut.

Movie in Park

- On Saturday, February 25th hosted 53 people for *Honey, I Shrunk the Kids*.
- Volunteers from garden board and environmental committee ran the popcorn machine.

Veterans Park:

Nothing new to report.

Staffing:

Open positions

- Parks and Recreation is fully staffed.
- Library has one PT Library Clerk opening.

Special Events:

Special events

- Trivia Night
 - Saturday, February 18 from 6-8pm at Anchorage Park.
 - 100 people attended!
 - Bill delivered a thank you letter and plant to LaBamba and Cod & Capers for their gift card donations. Lisa Molina, owner of LaBamba, and Jessica Zobel, owner of Cod & Capers, are 2 of the most generous restaurant owners who have been donating to things for years now to various events such as the fishing tournament, trivia nights, heritage festival, the holiday home decoration contest from 2020, and a bunch more.
- Movie at the Garden
 - Saturday, February 25 at 6:30 at Osborne Park.
 - 53 people attended!

Outreach

- NatureScaping event at MacArthur Park
 - Staff set up three tents for Library, Parks and Rec, and Garden Club (Amber, Rosemary, Lynda, Janie, Mary).
 - Signed 4 people up for library cards and talked about upcoming events and summer camp.
 - Garden folks handed out flyers, various herbs/flowers in Dixie cups, and provided a hands-on planting activity.

Upcoming Events:

- Annual Art Show
 - Registration extended through March 10, 2023.
 - Entry form: <https://bit.ly/3HLcd4Q>
 - **Important Dates:**
 - Drop off artwork: March 27 or March 30
 - Public art exhibit: March 31 through April 7
 - Winners announced: April 10
 - **Guidelines:**
 - Monday, April 10 from 5:30-7:00 PM in the Obert Room at the North Palm Beach Public Library, 303 Anchorage Drive.
 - Contest open to North Palm Beach residents only with prizes awarded to winners in each category!
 - Only one (1) item of artwork per resident will be accepted. Accepting 2D (framed and ready to hang with wire attached) and 3D (tabletop) artwork.
 - All mediums welcome! Maximum size 30"x42". *Larger items will be accepted based on space availability.
 - Artwork is permitted to be for sale however, the Village will not be involved in any sales transactions between the owner and buyer.
 - Artwork must be dropped off in the Library's Obert Room on March 27 or March 30 from 4:30-6:00 PM and a copy of your entry form must be attached to your artwork upon submission. Any artwork received after March 30 will not be eligible for a prize.
 - Artwork will be on display in the Obert Room from March 31 to April 7. Viewing hours are limited to Mon-Thurs, 2:00-7:00 PM and Friday, 2:00-5:00 PM.
 - Mail or email your entry forms to Barbara Bruckner at Village of North Palm Beach, 501 US Hwy 1, NPB, 33408 ATTN: Barbara or BBruckner@Village-NPB.org For additional information, please call Barbara at (561) 904-2122.
 - Entry forms must be submitted to Barbara Bruckner no later than March 10, 2023.
 - Artwork must be taken home following the awards ceremony.
- Garage Sale
 - Saturday, March 18 at Community Center from 7:30-Noon.
 - Shoppers can literally find anything at this huge sale - even the kitchen sink!
 - There will be over 50 individual garage sales at one location!
 - A garage sale 'seller's dream'!
 - This yearly sale is held rain or shine! Free parking, free admission!
 - This Sale is held at the NPB Community Center, 1200 Prosperity Farms Rd.
 - Anyone can purchase a space to sell all the "stuff" they don't use at home anymore!
 - The fee for a space is \$20.00. Indoor spaces measure 6' x 16'. Outdoor spaces measure 10' x 10'
- Heritage Day Kickoff
 - Friday, March 31 from 6-9pm at Osborne Park
- Heritage Day Parade and Festival
 - Saturday, April 1
 - Staff will be selling totes, mugs, and shot glasses

Library:

Facilities

- Over 750 boxes of books were taken downstairs to store during the painting/carpet project.

- Staff took down old wall-shelving after the books were taken off. Then the painters patched up the walls and painted.
- Carpet was installed week of March 6.
- Staff will put the upstairs back together again the week of March 13.
- Unfortunately, although the new wall-shelving is at the warehouse, it has yet to be painted and isn't expected to arrive and be installed until March 27.
- New café style tables as well as 2 self-checkout pods are at warehouse waiting to be delivered and will arrive March 27 also. Staff also ordered some other tables through another vendor and those should arrive shortly too.

5) New Business:

- Heritage Day Update

Susan Bickel: can floats throw out candy?

Stephen Poh: I will ask Zak to follow up.

6) Old Business:

- RFQ Master Planning Osborne and Community Center

Master plan. Three vendors made it to the next step. They will be coming in to give presentations on April 4 in council chambers. Barth Associates, CMA, and Team Plan Inc.

7) Member Comments:

Paul Beach: asked about parking at Lakeside. Stephen Poh talked about park rangers handing out tickets. He stated only a few tickets have been issued so far. \$25 fines at Lakeside; \$25 fines for no decal/expired decal at the marina. Don Grill asked about lighting at Community Center by fitness equipment, said it's a little dark there.

8) Staff Comments:

None.

9) Adjournment:

Paul Beach made motion to adjourn. Second by Maria. Adjourned at 7:26pm.

**VILLAGE OF NORTH PALM BEACH
FIRE RESCUE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Charles Huff, Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: April 27, 2023

SUBJECT: **RESOLUTION – Approval to purchase one (1) Fire Engine at a total cost of \$947,940.00 and the end of lease turn-in of one (1) existing Fire Engine.**

During the Fiscal Year 2023 budgetary process, the Fire Rescue Department noted that the lead time for delivery of a replacement fire engine is now 38-44 months. As the Department's oldest, leased fire engine will reach its end of lease date and must be turned in at that time, the Department needs to place an order for a replacement engine.

Background:

The apparatus to be replaced was acquired through a lease agreement with Leasing 2, Inc. which included a buy-back provision requiring the fire engine be turned in to Brindlee Mountain Fire Apparatus at end of lease. As such, a replacement fire engine must be ordered before the 40-month delivery period to assure it arrives before the end of lease date.

The Fire Rescue Department's Apparatus Committee has researched available replacements and have recommended purchasing a Sutphen G9 Body Custom Pumper. This apparatus is compatible with the Department's current fleet, making transition to this apparatus, both in operations and maintenance, seamless.

Purchasing:

The total cost of this apparatus is \$1,009,925.00. The pricing is established in an existing Sourcewell contract. The Department is recommending using the Prepay Discount (\$61,985.00), to reduce the total purchase amount to \$947,940.00.

| Vendor | Contract, etc. |
|----------------|-----------------------|
| Sutphen (SFEV) | Sourcewell 113021 SUT |

Also included in this package for the Council's consideration is a Deferred Purchase Value Agreement from Brindlee Mountain Fire Apparatus, LLC, offering a guaranteed purchase price of \$333,423.00 for this apparatus after seven (7) years of service and with less than 50,000 miles.

Funding:

This purchase was identified as one that can be funded utilizing American Rescue Plan Act (ARPA) funds.

Account Information:

| Fund | Account Number | Account Description | Amount |
|-------------|-----------------------|----------------------------|---------------|
| ARPA Fund | Q5541-66410 | Automotive | \$947,940 |

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 one (1) Sutphen G9 Body Custom Pumper fire engine from South Florida Emergency Vehicles at a total cost of \$947,940.00, with funds expended from Q5541-66410 (ARPA Expense-Automotive), turning in one (1) 2020 Sutphen fire engine (VIN:1S9A1BND3L3003008) to Brindlee Mountain Fire Apparatus at end of lease pursuant to an existing Deferred Purchase Value Agreement, and authorizing the Village Manager to execute the Purchase Agreement, a new Deferred Purchase Value Agreement and related documents to effectuate the transaction in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF A SUTPHEN G9 BODY CUSTOM PUMPER FIRE APPARATUS FROM SOUTH FLORIDA EMERGENCY VEHICLES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT; APPROVING A PURCHASE AGREEMENT WITH SUTPHEN AND A DEFERRED PURCHASE VALUE AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS, LLC AND AUTHORIZING THEIR EXECUTION; APPROVING THE TURN-IN OF A LEASED FIRE ENGINE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Rescue Department recommended the purchase of a Sutphen G9 Body Custom Pumper Fire Engine to replace its existing its oldest, leased fire engine; and

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of current cooperative purchase contracts, and the Fire Engine will be acquired from Sutphen's local dealer, South Florida Emergency Vehicles, pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract (Contract No. 113021 SUT); and

WHEREAS, Village Staff is also recommending the execution of a Deferred Purchase Value Agreement with Brindlee Mountain Fire Apparatus, LLC offering a guaranteed purchase price after seven years; and

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

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

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

Section 2. The Village Council hereby approves the purchase of a Sutphen G9 Custom Body Fire Engine from South Florida Emergency Vehicles pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract (Contract No. 113021 SUT) at a total cost (including a prepay discount) of \$947,940.00, with funds expended from Account No. Q5541-66410 (ARPA Fund – Automotive).

Section 3. The Village Council further authorizes the Village Manager to execute a Purchase Agreement with Sutphen and a Deferred Purchase Value Agreement with Brindlee Fire Apparatus, LLC, copies of which are attached hereto and incorporated herein by reference.

Section 4. The Village Council authorizes Village Staff to turn-in of one 2020 Sutphen Fire Engine (VIN:1S9A1BND3L3003008) at the end of the lease term to Brindlee Mountain Fire Apparatus, LLC pursuant to a previously executed Deferred Purchase Value Agreement.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Village _____ of North Palm Beach, FL _____, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Nine Hundred Forty-Three Thousand Twenty Seven Dollars and 40 cents (\$943,027.40) based on 100% payment made within 30 days of contract signing.

Changes to National Fire Protection Association ("NFPA"), Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck may also incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be memorialized by a signed change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to Purchaser as soon as it reasonably believes any provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at 560 US Highway 1 North Palm Beach, FL 33408 within approximately 38-44 Months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.

4. SUTPHEN WARRANTIES: Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Florida. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Palm Beach County Court, North Palm Beach, Florida, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

PURCHASER

By _____
Sales Representative

THE _____

By _____

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

Title _____

Date _____

By _____

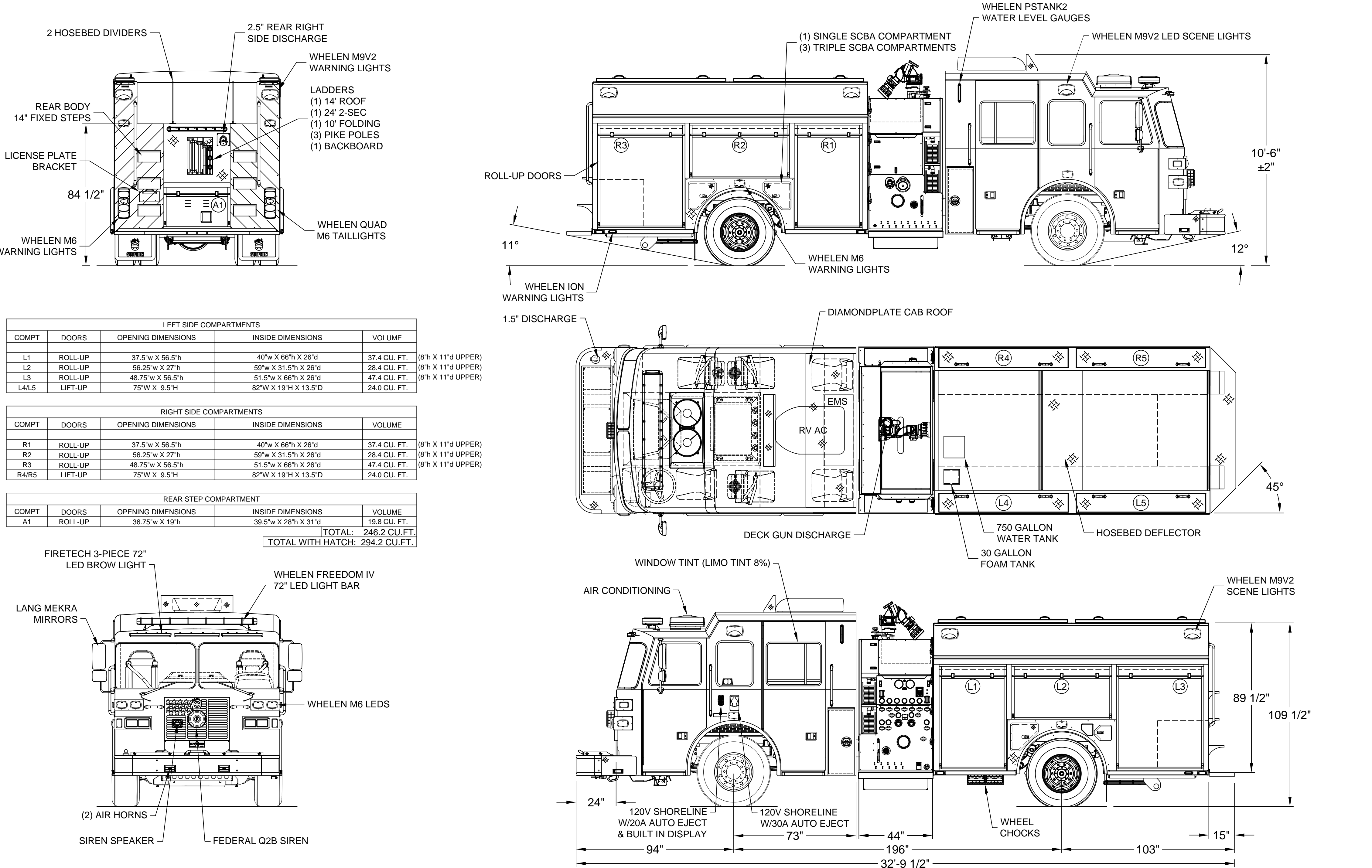
By _____


Title _____

Title _____

Date _____

Date _____



| | | | | | | | | | | |
|---|-------------------|------|-------------|--|--|--|----|--------------------------|--|--|
| DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION. | CUSTOMER APPROVAL | | | | | | | DRAWN BY: J.HOWELL |  NORTH PALM BEACH FIRE DEPARTMENT NORTH PALM BEACH, FL | |
| | NAME: _____ | | | | | | | DATE: 04/10/2023 | | |
| | TITLE: _____ | | | | | | | MFG. FACILITY: URBANA | | |
| DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED. | DATE: _____ | REV. | DESCRIPTION | | | | BY | DATE | CUSTOM PUMPER - G9 | |
| THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION. | | | | | | | | | | DWG. NO.: NORTH PALM BEACH, FL (2023 G9).DWG |



**FAMILY OWNED
SINCE 1890**

March 15, 2022

Samia Janjua
Director of Finance | Village of North Palm Beach
501 U.S. Highway 1
North Palm Beach, FL 33408

Dear Ms. Janjua,

We are very pleased to have been favored with the contract to build your fire apparatus and would like to assure you that every detail will receive our closest attention to build a unit that will be superior in workmanship, performance and appearance.

Attached please find the Performance bond and the dual obligee rider adding the additional obligee. The rider must be signed by a representative from the Village of North Palm Beach and Pinnacle Public Finance, after the rider has been executed by a representative from the Village of North Palm Beach, please forward the Dual Obligatee rider to Pinnacle Public Finance. Please keep a copy for your file. Once a representative has signed the rider, the bank will forward a copy to Sutphen Corporation Inc.

The Village of North Palm Beach is to attach the copy of the Rider to the original Performance bond once it has been signed by all parties. Pinnacle Public Finance is to keep a copy of the Performance and the original Rider.

May we also take this opportunity to thank you for the courtesies extended to ourselves and our representatives in the awarding of this contract

Very truly yours,

DREW SUTPHEN
PRESIDENT

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

"This Bond is subject to the attached Additional Obligor Rider which is made part of this Performance bond"



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

PERFORMANCE BOND

Bond Number: 019082387

KNOW ALL MEN BY THESE PRESENTS, that we SUTPHEN CORPORATION

, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto VILLAGE OF NORTH PALM BEACH, FLORIDA

, as obligee (the "Obligee"), in
the penal sum of Seven Hundred Sixty One Thousand One Hundred Seventy Five and 00/100

Dollars (\$ 761,175.00).

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the 24th day of February, 2022,
entered into a contract (the "Contract") with the Obligor for
ONE SUTPHEN CUSTOM PUMPER

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and
faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligor to be in default under the Contract, the Obligor
having performed the Obligor's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligor, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent
contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and
conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligor elects,
upon determination by the Obligor and the Surety jointly of the lowest responsible bidder, arrange for a
contract between such bidder and the Obligor, and make available as work progresses (even though
there should be a default or a succession of defaults under the contract or contracts of completion
arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract
price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the
contract price," as used in this paragraph, shall mean the total amount payable by the Obligor to the
Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligor to
the Principal; or
 - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with
reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Obligor and, as soon as
practicable after the amount is determined, tender payment therefore to the Obligor; or
 - b. Deny liability in whole or in part and notify the Obligor citing reasons therefore.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligee for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligee by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligee.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 14th day of March, 2022.


WITNESS / ATTEST



SUTPHEN CORPORATION

(Principal)

By:



(Seal)

Name:

Title:

Drew Sutphen

President

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:



(Seal)

Kimberly G. Sherrod

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206419-019022**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cathy H. Ho; Douglas R. Wheeler; Erin M. Dennison; George Gionis; Jaquanda S. Martin; Joanne C. Wagner; Kaitlyn Malkowski; Kimberly G. Sherrod; Lori S. Shelton; Marisa Thielen; Patricia A. Rambo; Sara Owens; Vicki Johnston; Wayne G. McVaugh

all of the city of Philadelphia state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

RIDER ADDING ADDITIONAL OBLIGEE

This rider is to be attached to and form a part of surety bond number 019082387, dated the 14th day of March, 20 22 executed by Liberty Mutual Insurance Company, a MA Corporation, as surety (the "Surety"), on behalf of SUTPHEN CORPORATION, 6450 Eiterman Rd, Dublin, OH, 43016, as principal (the "Principal"), in favor of VILLAGE OF NORTH PALM BEACH, FLORIDA, 560 US 1, North Palm Beach, FL, 33408, as obligee (the "Obligee").

WHEREAS, the Principal has by written agreement dated the 24th day of February, 20 22, entered into a contract (the "Contract") with the Obligee for: ONE SUTPHEN CUSTOM PUMPER

WHEREAS, upon the request of the Principal and Obligee, the attached bond is hereby amended to add Pinnacle public Finance, Inc., 8377 E. Hartford Dr., Ste 115, Scottsdale, AZ 85255, as additional obligee(s) [the "Additional Obligee(s)"] to the bond, and the Obligee and Additional Obligees shall be joint and several beneficiaries of the bond and shall be collectively referred to as the "Bond Obligee(s)".

PROVIDED, HOWEVER, there shall be no liability of the Surety under the attached bond to the Bond Obligee(s), either jointly or severally, unless and until the Bond Obligee(s), shall make payment to the Principal or to the Surety (should the Surety arrange for or undertake the completion of the Contract upon the default of the Principal), strictly in accordance with the terms of the Contract; and otherwise satisfy all terms and conditions and perform all of the other obligations to be performed under the Contract at the time and in the manner therein set forth; all of the acts of one Bond Obligee being binding upon the other.

In no event shall the aggregate liability of the Surety to the Bond Obligee(s), either jointly or severally, exceed the penal sum of the attached bond, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due any Bond Obligee may be made by its check issued to all Bond Obligee(s).

This change is effective the 14th day of March, 20 22.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal, Surety, Obligee and Additional Obligee have caused these presents to be duly signed and sealed this 14th day of March, 20 22.

SUTPHEN CORPORATION
(Principal)

By: [Signature] (Seal)
Title: President
Date: 3/15/22

Liberty Mutual Insurance Company
(Surety)

By: [Signature] (Seal)
Title: Attorney-In-Fact Kimberly G. Sherrod
Date: March 14, 2022

VILLAGE OF NORTH PALM BEACH, FLORIDA
(Obligee)

By: _____ (Seal)
Title: _____
Date: _____

Pinnacle public Finance, Inc., 8377 E. Hartford Dr., Ste 115, Scottsdale, AZ 85255
(Additional Obligee)

By: _____ (Seal)
Title: _____
Date: _____

(Additional Obligee)

By: _____ (Seal)
Title: _____
Date: _____

**Sutphen Corporation**

PO Box 158

Amlin, OH 43002

Tel 614.889.1005 800.848.5860

Fax 614.889.0874 www.sutphen.com

PLEASE REMIT TO:

Sutphen Corporation

PO Box 74008610

Chicago, IL 60674-8610

INVOICE**DATE:**

03/14/22

NUMBER:

HS-7515

SOLD TO: Village of North Palm Beach

560 US 1

North Palm Beach, FL 33408

ORDER NO:

HS-7515

DATE:

02/24/22

CUSTOMER'S PO #:**SALES REP:**

GL

PREPARED BY:

SJ

TERMS:

Payable within 30 days.

ITEM / DESCRIPTION:**AMOUNT:**

To Invoice for 100% Prepayment to be made on one Sutphen Custom Pumper in the Amount of \$761,175.00

\$ 732,400.00

*If the prepayment is received within 30 days of invoice, a discount of \$18,775.00 will be applied, Less trade in of \$10,000 for a Final Selling price of \$732,400.00

NOTE: TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN ONE COPY WITH PAYMENT AND SHOW INVOICE NUMBER ON YOUR CHECK.

**Sutphen Corporation**

PO Box 158

Amlin, OH 43002

Tel 614.889.1005 800.848.5860

Fax 614.889.0874 www.sutphen.com

PLEASE REMIT TO:

Sutphen Corporation

PO Box 74008610

Chicago, IL 60674-8610

INVOICE**DATE:**

03/14/22

NUMBER:

HS-7515

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560 US 1

North Palm Beach, FL 33408

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NOTE: TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN ONE COPY WITH PAYMENT AND SHOW INVOICE NUMBER ON YOUR CHECK.

SUTPHEN CORPORATION

***6450 Eiterman Road
Dublin, OH 43016***

PROPOSAL

April 14, 2023

Village of North Palm Beach Fire Rescue
Chief J. D. Armstrong
560 US Highway 1
North Palm Beach, FL 33408

FOR YOUR REVIEW:

We hereby propose and agree to furnish the following firefighting apparatus upon your acceptance of this proposal:

**One (1) Sutphen Custom Monarch Pumper with G9 Body
utilizing SOURCEWELL Contract #113021 SUT \$ 1,009,925.00**

A prepayment discount of \$ 61,985.00 can be taken if payment in full is received within the first 30 days following contract acceptance. **Total Prepaid Price \$ 947,940.00**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **38-44** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted by:



Guy Lombardo
Authorized Sales Representative
573-216-2562



Sutphen

Component Report

Dealership: South Florida
Emergency Vehicles

HS- North Palm Beach Fire Dept, Florida Program 1 Pumper

Order#: DQ13309-1
Contact: Scott Freseman
Position: Deputy Chief
Phone:
Mobile: 561-719-9884
Email: sfreseman@village-npb.org

Bill To

Customer: North Palm Beach Fire Dept
Contact: Scott Freseman, Deputy Chief
Address: 560 US 1
North Palm Beach, Florida 33408

Ship To

Customer: North Palm Beach Fire Dept
Contact: Scott Freseman, Deputy Chief
Address: 560 US 1
North Palm Beach, 33408

Comments

Project Manager:
Sales Person:
Revision Level:
Truck Type:
Body Facility:

Quote Line Number 1

| Line | Item # | Qty | Item Description/Comments |
|---------|------------|-----|--|
| 1 | | 1 | **ENG Graphics = Dealer supplied graphics will be provided for all options except rear chevrons. |
| 2 | | 1 | **ENG Facility = Urbana Pumper Division |
| 3 | | 1 | **ENG Truck Series = Program 1 |
| 4 | | 1 | **ENG Electrical System = Point-to-Point |
| 5 | Sourcewell | 1 | Cooperative Purchasing =Sourcewell |
| 6 | 10000225 | 1 | STD WIRING SCHEMATIC (USB) |
| 7 | 10310100 | 1 | CHASSIS |
| CHASSIS | | | |
| 8 | 10010001 | 1 | CHASSIS, CUSTOM |
| 9 | 51070196 | 1 | WHEELBASE = 196 |
| 10 | 25010100 | 1 | FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI) |
| 11 | 45040100 | 1 | FRONT BUMPER CLIP |
| 12 | 45010001 | 1 | FRONT TOW EYES, BELOW BUMPER, PAINTED |


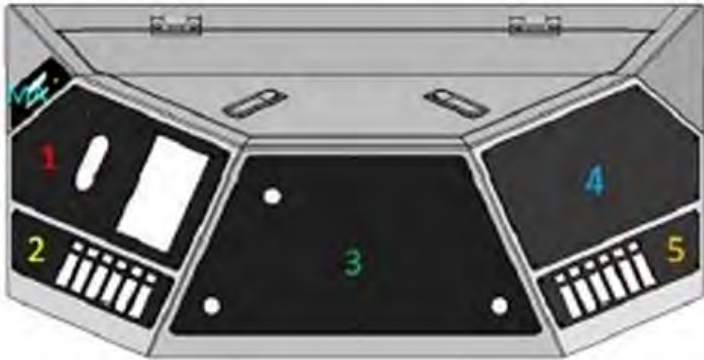
| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|--|
| 13 | 46010000 | 1 | REAR TOW EYES, PAINTED |
| 14 | 40010250 | 1 | STEERING - ROSS TAS-85 |
| 15 | 22010050 | 1 | DRIVE LINE, SPICER, 1810 SERIES |
| 16 | 23015100 | 1 | ENGINE, CUMMINS X 10 450HP DOC-DPF-DEF-SCR OBD |
| 17 | 23029200 | 1 | ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES) |
| 18 | 23030006 | 1 | AIR INTAKE/EMBER SEPARATOR |
| 19 | 23031176 | 1 | FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230 |
| 20 | 23031220 | 1 | FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN |
| 21 | 47012520 | 1 | TRANSMISSION, ALLISON GEN 6, EVS4000 (X SERIES) |
| 22 | 23110000 | 1 | JACOBS ENGINE BRAKE |
| 23 | 47024050 | 1 | TRANSMISSION COOLER |
| 24 | 47030000 | 1 | ALLISON TOUCH PAD SHIFTER |
| 25 | 47030110 | 1 | SHIFTER PAD GEARING, 6 GEARS OPEN |
| 26 | 21021200 | 1 | COOLING SYSTEM |
| 27 | 21030195 | 1 | COOLANT FILTER |
| 28 | 21030000 | 1 | FAN CLUTCH |
| 29 | 21030200 | 1 | RADIATOR COOLANT RECOVERY, PRESSURIZED SYST |
| 30 | 26010000 | 1 | FUEL TANK, STEEL, 65 GALLON |
| 31 | 26030000 | 1 | FUEL FILL |
| 32 | 26030100 | 1 | FUEL COOLER |
| 33 | 24040000 | 1 | DIESEL EXHAUST FLUID TANK |
| 34 | 13010225 | 1 | ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003 |
| 35 | 13030100 | 1 | LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF |
| 36 | 15010500 | 1 | BATTERIES, INTERSTATE TYPE 31 MHD (4) |
| 37 | 15031700 | 1 | BATTERY JUMPER TERMINALS |
| 38 | 15030465 | 1 | 120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX |

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|---|
| 39 | | 1 | **ENG Shoreline Inlet Location = Driver's side of Cab, standard location. |
| 40 | | 1 | **ENG Shoreline Cover Color = Black. |
| 41 | 15040100 | 3 | 120V OUTLET WIRED TO SHORELINE INLET - EA (3) |
| 42 | 15031510 | 1 | BATTERY CHARGER, KUSSMAUL CHIEF 4012 |
| 43 | | 1 | **ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable) |
| 44 | 15030440 | 1 | ADDITIONAL 120V SHORELINE INLET, KUSSMAUL SUPER 30 AUTO EJECT |
| 45 | | 1 | **ENG Additional Shoreline Requirements = FOR RV A/C SHORELINE |
| 46 | | 1 | **ENG Additional Shoreline Location = Driver's side of Cab, standard location. |
| 47 | 14022120 | 1 | FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB. |
| 48 | 41022120 | 1 | FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS |
| 49 | 41040510 | 1 | STEER ASSIST |
| 50 | 43010305 | 1 | FRONT TIRES, GOODYEAR 385/65R22.5 LRJ G296 22.5 x 12.25 WHEELS |
| 51 | 14510530 | 1 | REAR AXLE, MERITOR RS-26-185 27,000 LB. |
| 52 | 14530100 | 1 | TOP SPEED, 68 MPH |
| 53 | 42010015 | 1 | REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE |
| 54 | 44010308 | 1 | REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR |
| 55 | 42910300 | 1 | TIRE PRESSURE MONITOR, QUICK PRESSURE |
| 56 | 44210100 | 1 | WHEELS, ALUM, ACCURIDE (max 27K rear) |
| 57 | 44270100 | 1 | HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle) |
| 58 | 44270300 | 1 | CHROME LUG NUT CAPS, FRONT & REAR (Single Axle) |
| 59 | 44271100 | 1 | MUD FLAPS, FRONT (PAIR) |
| 60 | 44271200 | 1 | MUD FLAPS, REAR (PAIR) |
| 61 | 54010010 | 1 | DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE |
| 62 | 16010255 | 1 | BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE) |
| 63 | 18010041 | 1 | AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K) |
| 64 | 18030010 | 1 | AIR BRAKE RELEASE VALVE, WABCO |

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|---|
| 65 | 18030140 | 1 | AIR INLET CONNECTION |
| 66 | | 1 | **ENG Standard Air Inlet Location = Left hand side of Driver's step well. |
| 67 | 18035110 | 1 | AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI |
| 68 | 18220500 | 1 | NO ELEC STABILITY CONTROL SYS |
| 69 | 18110000 | 1 | WABCO 4 CHANNEL ANTI-LOCK BRAKES (24K, 27K) |
| 70 | 53510000 | 1 | COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS) |
| 71 | 54010000 | 1 | MISCELLANEOUS ITEMS ON CHASSIS |
| 72 | 23029400 | 1 | AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES) |
| 73 | 10310110 | 1 | CAB |
| CAB | | | |
| 74 | 11023250 | 1 | CAB TSAL4E 73" 10" RR 1/2 |
| 75 | 11030025 | 1 | CAB CERTIFICATION - STRUCTURAL INTEGRITY |
| 76 | 11030950 | 1 | CAB LOCKDOWN LATCHES |
| 77 | 11031025 | 1 | CAB TILT SYSTEM, AIR CONTROL VALVE |
| 78 | | 1 | **ENG Cab Tilt Controls = Officer's side Pump Panel. |
| 79 | 11031100 | 1 | MANUAL BACK-UP TILT SYSTEM |
| 80 | 11031350 | 1 | CAB DOORS, FULL LENGTH (4) |
| 81 | 11031387 | 1 | CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE |
| 82 | 11031390 | 1 | AUXILIARY CAB STEPS, ALUM, GRIP STRUT (SET OF 4) |
| 83 | 11031399 | 1 | CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS |
| 84 | 11031421 | 1 | CAB DOOR WINDOWS, POWER (4) |
| 85 | 11031401 | 1 | CAB SIDE WINDOWS, FIXED, BOTH SIDES |
| 86 | 11031460 | 1 | NO WINDOWS, BACK WALL OF CAB |
| 87 | 11031465 | 1 | WINDOW TINTING (LIMO TINT 8%) - EACH (4) |
| 88 | 52010010 | 1 | ELECTRIC INTERMITTENT WIPERS |
| 89 | 52030100 | 1 | DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED |
| 90 | | 1 | **ENG Override Switch to Re-Engage Wipers? = Yes. |

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|---|
| 91 | 52030200 | 1 | WINDSHIELD WASHER RESERVOIR |
| 92 | 38010015 | 1 | MIRRORS LANG MEKRA 300 SERIES REMOTE |
| 93 | 11024420 | 1 | UPPER GRILLE, AMERICAN FLAG LEVEL STYLE FACADE (X SERIES) |
| 94 | 11024510 | 1 | FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED |
| 95 | 11024615 | 1 | LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING |
| 96 | | 1 | **ENG Design for lower grille w/LED backlight = "NPBFR" BACK LIGHT RED. (Note: Text cannot be larger than air cut-outs.) |
| 97 | 32588888 | 1 | SPECIAL ITEM, BLACK OUT MIRRORS |
| 98 | 32588888 | 1 | SPECIAL ITEM, BLACK OUT CAB STEPS |
| 99 | 20010085 | 1 | BUMPER, 24" POLISHED STAINLESS STEEL |
| 100 | | 1 | **ENG Siren Speaker Perforations = No Speaker Perforations in Bumper. |
| 101 | 20029800 | 1 | BUMPER SIDES, DIAMONDPLATE |
| 102 | 20040220 | 1 | STORAGE WELL, ALL DEEP COMPTS, FULL WIDTH (24" BUMPER) |
| 103 | 20030100 | 1 | STORAGE WELL COVER, TREADPLATE, 2" RAISE |
| 104 | 20030500 | 1 | NO CUT-OUT IN STORAGE WELL COVER |
| 105 | | 1 | **CLAR NOTES, DRIVER SIDE AND CENTER DEEP |
| 106 | 12010400 | 1 | AIR HORNS, DUAL, HADLEY H00978 RECTANGULAR, BEHIND PERFORATION |
| 107 | 12030015 | 1 | AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES) |
| 108 | 12030305 | 1 | FOOT SWITCH, DRIVER'S SIDE |
| 109 | 12040010 | 1 | MOMENTARY SWITCH ON DASH, OFFICER'S SIDE |
| 110 | 12528888 | 1 | SPECIAL Electronic Siren PART OF WHELEN ELECTRIC CENCOME CORE |
| 111 | 12530205 | 1 | ELEC SIREN WIRED TO STEERING WHEEL BUTTON |
| 112 | 12620100 | 1 | SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A |
| 113 | 12670110 | 1 | SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE |
| 114 | 12710100 | 1 | SIREN, FEDERAL Q2B, GRILLE MOUNT |
| 115 | | 1 | **ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on. |
| 116 | 12730305 | 1 | FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN |

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|---|
| 117 | 12730350 | 1 | MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN |
| 118 | 12730363 | 1 | SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE |
| 119 | | 1 | **ENG Siren Brake Switch for Driver in Lower Console Position 2. |
| 120 | | 1 | **ENG Siren Brake Switch for Officer in Lower Console Position 5. |
| 121 | 32520520 | 1 | HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS |
| 122 | | 1 | **ENG Headlight Interior Finish = Black. |
| 123 | 48010300 | 1 | FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) |
| 124 | 32530754 | 1 | ICC, LED BROW LIGHT INTEGRATED MARKERS |
| 125 | 27022155 | 1 | HANDRAILS, CAB EXTERIOR, HANSEN BACKLIT (4) SIDE |
| 126 | 27030710 | 1 | HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR) |
| 127 | 27025000 | 1 | HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY |
| 128 | 27030120 | 1 | HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2) |
| 129 | 27040100 | 1 | INTERIOR DOOR, NYLON STRAP |
| 130 | 27088888 | 1 | SPECIAL ITEM, BLACK OUT HANDRAILS |
| 131 | | 1 | **CLAR NOTES, ALL GRAB RAILS WILL BE BLACKED OUT |
| 132 | | 1 | **CLAR NOTES, MATCH HS 7515 WITH BLACK OUT ITEMS |
| 133 | 11032010 | 1 | EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS |
| 134 | 11032450 | 1 | COMPT DOOR LOCK - NOT PROVIDED |
| 135 | 11032100 | 1 | NO OPENING TO CREW SEAT COMPT |
| 136 | 11032060 | 1 | EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS |
| 137 | 11032450 | 1 | COMPT DOOR LOCK - NOT PROVIDED |
| 138 | 11032100 | 1 | NO OPENING TO CREW SEAT COMPT |
| 139 | 11032340 | 2 | SCBA BRACKET, EXTERIOR CAB COMPT (2) |
| 140 | 11035422 | 1 | DIAMONDPLATE CAB ROOF 56" x FULL WIDTH |
| 141 | 11088888 | 1 | SPECIAL ITEM, BLACK TEXTURED DIAMOND PLATE ON CAB ROOF |
| 142 | | 1 | **CLAR NOTES, RV A/C PAINTED ROOF COLOR WITH BLACK TEXTURED TREADPLATE AND DEFLECTOR |

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|---|
| 143 | 31010285 | 1 | INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR |
| 144 | 11032929 | 1 | DOOR PANEL, FULL STS |
| 145 | 31010291 | 1 | CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED |
| 146 | 22510100 | 1 | ENGINE ENCLOSURE, FULL LENGTH |
| 147 | 22510530 | 1 | ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND |
| 148 | 11031680 | 1 | CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE |
| 149 | 22610050 | 1 | ENGINE HOOD LIGHT, LED (1) |
| 150 | 11031515 | 1 | COMPUTER TRAY W/STATIONARY STORAGE |
| 151 | 11031712 | 1 | UPPER CREW DOOR AREA, OPEN |
| 152 | 29810100 | 1 | CHASSIS ELECTRICAL DESCRIPTION |
| 153 | 30010130 | 1 | INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES |
| | | | <p>Upper Command Console:</p>  |
| 154 | 30010508 | 1 | LOWER COMMAND CONSOLE, X10HD |
| | | |  |
| 155 | 30010610 | 1 | CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION) |
| 156 | 30011000 | 1 | PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER |
| 157 | 30031615 | 1 | DO NOT MOVE LIGHT, WHELEN ION-T LED |

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|--|
| 158 | | 1 | **ENG Door Ajar Light Location = Centered below upper command console. |
| 159 | 30031650 | 1 | DO NOT MOVE ALARM |
| 160 | 29930210 | 1 | DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL |
| 161 | 29910100 | 1 | PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II |
| 162 | 30031100 | 1 | HIGH IDLE SWITCH |
| 163 | 11040000 | 1 | CAB ACCESSORY FUSE PANEL |
| 164 | 84541540 | 1 | POWER & GROUND STUDS, UPPER COMMAND CONSOLE |
| 165 | | 1 | **ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground. |
| 166 | 84541545 | 1 | POWER & GROUND STUDS, LOWER COMMAND CONSOLE |
| 167 | | 1 | **ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground. |
| 168 | 84541550 | 1 | POWER & GROUND STUDS, UNDER OFFICER'S SEAT |
| 169 | | 1 | **ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat: (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground. |
| 170 | 30110000 | 1 | VEHICLE DATA RECORDER, AKRON/WELDON |
| 171 | 30031810 | 2 | 12V DUAL POWER POINT (2) |
| 172 | 30031820 | 3 | 12V DUAL POWER POINT, USB/USB (3) |
| 173 | 30031830 | 3 | 12V DUAL POWER POINT, USB/USBC, POWERWERX (3) |
| 174 | 33510030 | 1 | INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2) |
| 175 | 34010030 | 1 | INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2) |
| 176 | | 1 | **CLAR NOTES, INTERIOR CAB LIGHTS WILL BE BLUE/CLEAR LED |
| 177 | 28010750 | 1 | DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31) |
| 178 | 28090100 | 1 | A/C TO FACE |
| 179 | 28030500 | 1 | DEFROSTER DUCTWORK, ENTIRE WINDSHIELD |
| 180 | 11031687 | 1 | TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5" |
| 181 | 11031695 | 1 | REAR HEAT/AC STORAGE, 5 SLOTS (4 SMALL, 1 LARGE) |

| Line | Item # | Qty | Item Description/Comments |
|-----------------|----------|-----|---|
| 182 | 28088888 | 1 | SPECIAL ITEM, 28032000 RV A/C 15,000 BTU (SHORELINE) |
| 183 | 28088888 | 1 | SPECIAL ITEM, TREADPLATE DEFLECTOR FOR RV A/C |
| 184 | | 1 | **CLAR NOTES, TREADPLATE WILL BE BLACK TEXTURED |
| 185 | 38510104 | 1 | DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM) |
| 186 | 38320000 | 1 | HELMET STORED IN COMPARTMENT |
| 187 | 39010118 | 1 | OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM) |
| 188 | 39030020 | 1 | OFFICER'S SEAT COMPT, FRONT DOOR |
| 189 | 38320000 | 1 | HELMET STORED IN COMPARTMENT |
| 190 | 39521129 | 1 | CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM) |
| 191 | 38320000 | 1 | HELMET STORED IN COMPARTMENT |
| 192 | 39521130 | 1 | CREW SEAT 2, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM) |
| 193 | 38320000 | 1 | HELMET STORED IN COMPARTMENT |
| 194 | 11031828 | 1 | EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (RAISED ROOF) |
| 195 | 11032210 | 1 | INTERIOR ACCESS, BLACK WEBBING |
| 196 | 11032312 | 1 | ADJUSTABLE SHELVES, EMS COMPT (2) |
| 197 | 39521512 | 1 | CREW SEAT 5, BOSTROM SIERRA, ABTS HIGH BACK FLIP UP (DURAWEAR PLUS, LOW SEAM) |
| 198 | 38320000 | 1 | HELMET STORED IN COMPARTMENT |
| 199 | 39521513 | 1 | CREW SEAT 6, BOSTROM SIERRA, ABTS HIGH BACK FLIP UP (DURAWEAR PLUS, LOW SEAM) |
| 200 | 38320000 | 1 | HELMET STORED IN COMPARTMENT |
| 201 | 39550100 | 1 | SEAT COLOR, GRAY |
| 202 | 39610000 | 3 | SCBA BRACKETS, BOSTROM, SECURE ALL (3) |
| 203 | 38410000 | 1 | SEAT BELT WARNING SYSTEM, AKRON / WELDON |
| 204 | 39710015 | 1 | CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB) |
| 205 | 10310200 | 1 | PUMP & PLUMBING |
| PUMP & PLUMBING | | | |
| 206 | 60080020 | 1 | PUMP, HALE QMAX XS 1500 GPM SINGLE STAGE |

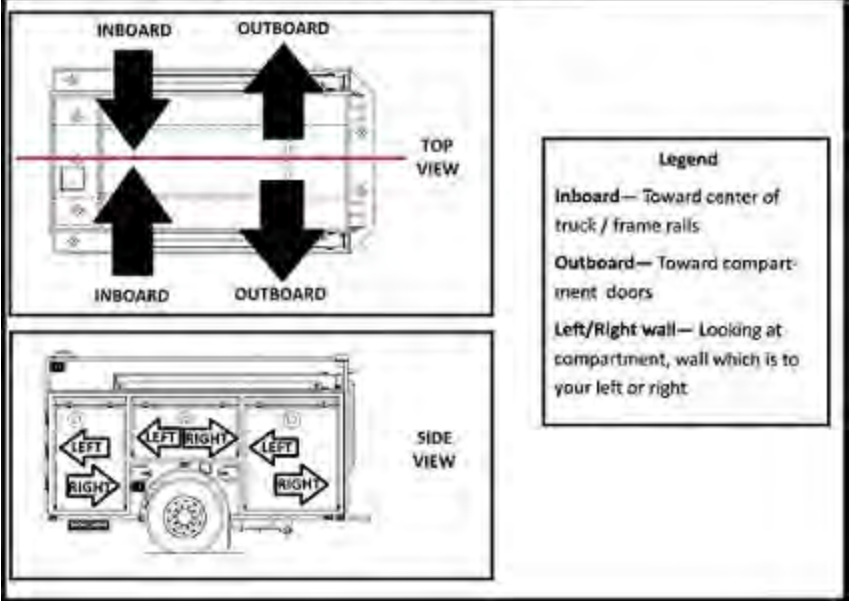
| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|---------------------------------------|
| 207 | 60025000 | 1 | GEARBOX, HALE, G-SERIES, REAR MOUNTED |
| 208 | 60025960 | 1 | PUMP GEARBOX YOKE, 1810 |
| 209 | 60026000 | 1 | PUMP PACKING, HALE |
| 210 | 60031005 | 1 | ALLOY ANODES, HALE (2) |
| 211 | 60035123 | 1 | PUMP TEST, THIRD PARTY TESTING |
| 212 | 61510000 | 1 | AUXILIARY COOLER (HEAT EXCHANGER) |
| 213 | 62010002 | 1 | STAINLESS STEEL PIPING |
| 214 | 66090010 | 1 | 3" TANK-TO-PUMP W/CHECK VALVE |
| 215 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |
| 216 | 61770900 | 1 | ACTUATOR, VALVE, PUSH/PULL, CLASS 1 |
| 217 | 73090001 | 1 | TANK FILL 2" |
| 218 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |
| 219 | 61770900 | 1 | ACTUATOR, VALVE, PUSH/PULL, CLASS 1 |
| 220 | 61090003 | 1 | PRESSURE GOVERNOR, CLASS 1 TPGJ1939 |
| 221 | 61290020 | 1 | INTAKE PRESSURE CONTROL, TFT A1860 |
| 222 | 63021500 | 1 | 6" MAIN SUCTION, LEFT SIDE |
| 223 | 65090000 | 1 | 2.5" LEFT SIDE INLET |
| 224 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |
| 225 | 61770905 | 1 | ACTUATOR, VALVE, SWING CONTROL |
| 226 | 60036010 | 1 | THREADS, NST |
| 227 | 63025500 | 1 | 6" MAIN SUCTION, RIGHT SIDE |
| 228 | 64090000 | 1 | 2.5" RIGHT SIDE INLET |
| 229 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |
| 230 | 61770905 | 1 | ACTUATOR, VALVE, SWING CONTROL |
| 231 | 60036010 | 1 | THREADS, NST |
| 232 | 70525900 | 1 | 2.5" DISCHARGE, LEFT - POSITION 1 |

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|--|
| 233 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |
| 234 | 61770915 | 1 | ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR |
| 235 | 77090000 | 1 | GAUGE, DISCH, CLASS 1 2.5" |
| 236 | 61810150 | 1 | DISCHARGE TERMINATION, 30 DEGREE ELBOW |
| 237 | 60036010 | 1 | THREADS, NST |
| 238 | 70525900 | 1 | 2.5" DISCHARGE, LEFT - POSITION 2 |
| 239 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |
| 240 | 61770915 | 1 | ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR |
| 241 | 77090000 | 1 | GAUGE, DISCH, CLASS 1 2.5" |
| 242 | 61810150 | 1 | DISCHARGE TERMINATION, 30 DEGREE ELBOW |
| 243 | 60036010 | 1 | THREADS, NST |
| 244 | 71025905 | 1 | 3" DISCHARGE, RIGHT - POSITION 3 |
| 245 | 61729160 | 1 | VALVE, AKRON, SLOW CLOSE |
| 246 | 61770900 | 1 | ACTUATOR, VALVE, PUSH/PULL, CLASS 1 |
| 247 | 77090000 | 1 | GAUGE, DISCH, CLASS 1 2.5" |
| 248 | 61810160 | 1 | DISCHARGE TERMINATION, STRAIGHT |
| 249 | 60036010 | 1 | THREADS, NST |
| 250 | 61840260 | 1 | ADAPTER, 3" NST FE X 5" STORZ W/CAP & CHAIN, TFT |
| 251 | 71025900 | 1 | 2.5" DISCHARGE, RIGHT - POSITION 4 |
| 252 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |
| 253 | 61770900 | 1 | ACTUATOR, VALVE, PUSH/PULL, CLASS 1 |
| 254 | 77090000 | 1 | GAUGE, DISCH, CLASS 1 2.5" |
| 255 | 61810150 | 1 | DISCHARGE TERMINATION, 30 DEGREE ELBOW |
| 256 | 60036010 | 1 | THREADS, NST |
| 257 | 71890000 | 1 | DISCHARGE 2.5" RIGHT REAR |
| 258 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |

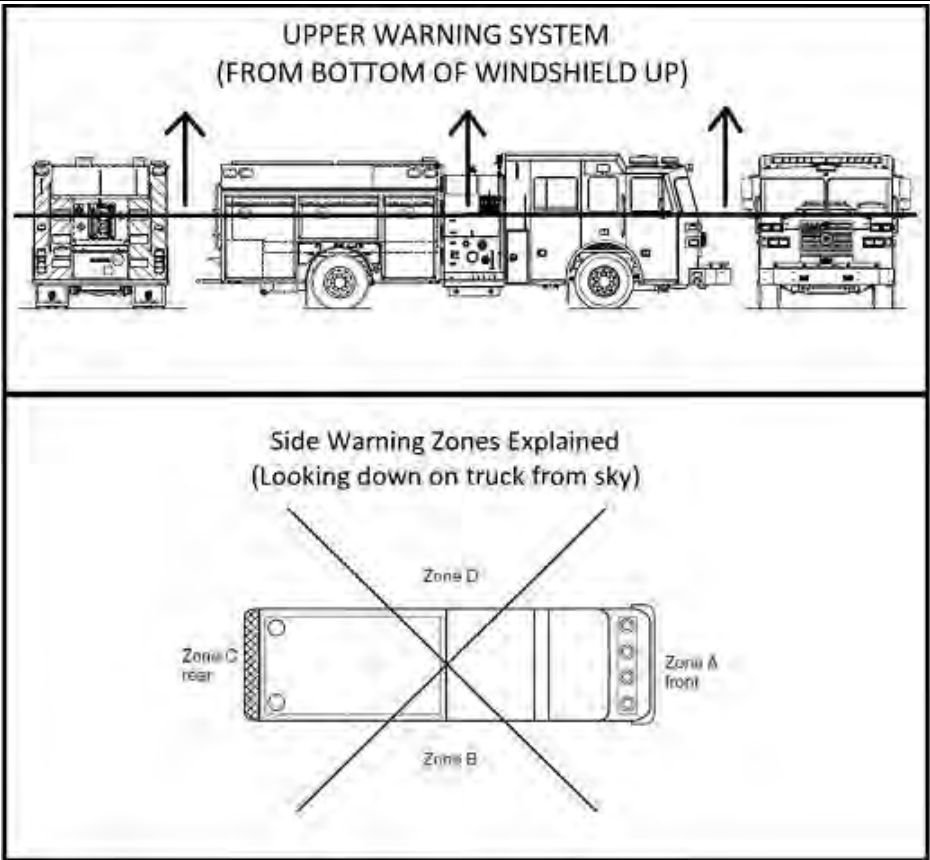

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|--|
| 259 | 61770900 | 1 | ACTUATOR, VALVE, PUSH/PULL, CLASS 1 |
| 260 | 77090000 | 1 | GAUGE, DISCH, CLASS 1 2.5" |
| 261 | 61810150 | 1 | DISCHARGE TERMINATION, 30 DEGREE ELBOW |
| 262 | 60036010 | 1 | THREADS, NST |
| 263 | 72290000 | 1 | 1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING |
| 264 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |
| 265 | 61770900 | 1 | ACTUATOR, VALVE, PUSH/PULL, CLASS 1 |
| 266 | 77090000 | 1 | GAUGE, DISCH, CLASS 1 2.5" |
| 267 | 60036010 | 1 | THREADS, NST |
| 268 | | 1 | **ENG Front Bumper Swivel Location/Side = Officer's side. |
| 269 | | 1 | **ENG Front Discharge Swivel Location/Trough = Top of Bumper. |
| 270 | 72590002 | 1 | DECK GUN DISCHARGE 3" |
| 271 | 61729120 | 1 | VALVE, AKRON, HEAVY DUTY |
| 272 | 61770945 | 1 | ACTUATOR, VALVE, ELECTRIC, AKRON 9333 |
| 273 | 77090000 | 1 | GAUGE, DISCH, CLASS 1 2.5" |
| 274 | 72570100 | 1 | DECK GUN TERMINATION, THREADED |
| 275 | 72588888 | 1 | SPECIAL Deck Gun Monitor TFT MONSOON RC Y4-EL5A-Z and the TFT NOZZLE M-FAER1250NJ |
| 276 | 72570210 | 1 | EXTEND-A-GUN, TASK FORCE TIPS XGA38, ELECTRIC |
| 277 | 72890005 | 1 | CROSSLAY, ONE 2.5" & SPEEDLAYS, TWO 2" W/SWIVELS & POLY LIFT-OUT TRAYS |
| 278 | 61729120 | 3 | VALVE, AKRON, HEAVY DUTY (3) |
| 279 | 61770900 | 3 | ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (3) |
| 280 | 77090000 | 3 | GAUGE, DISCH, CLASS 1 2.5" (3) |
| 281 | 60036010 | 3 | THREADS, NST (3) |
| 282 | 72910805 | 1 | COVERS, ALUM/VINYL FOR CROSSLAY/SPEEDLAY |
| 283 | 72932201 | 1 | COVER FASTENERS, BUNGIE CORDS WITH RED TAB |
| 284 | | 1 | **ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con. |

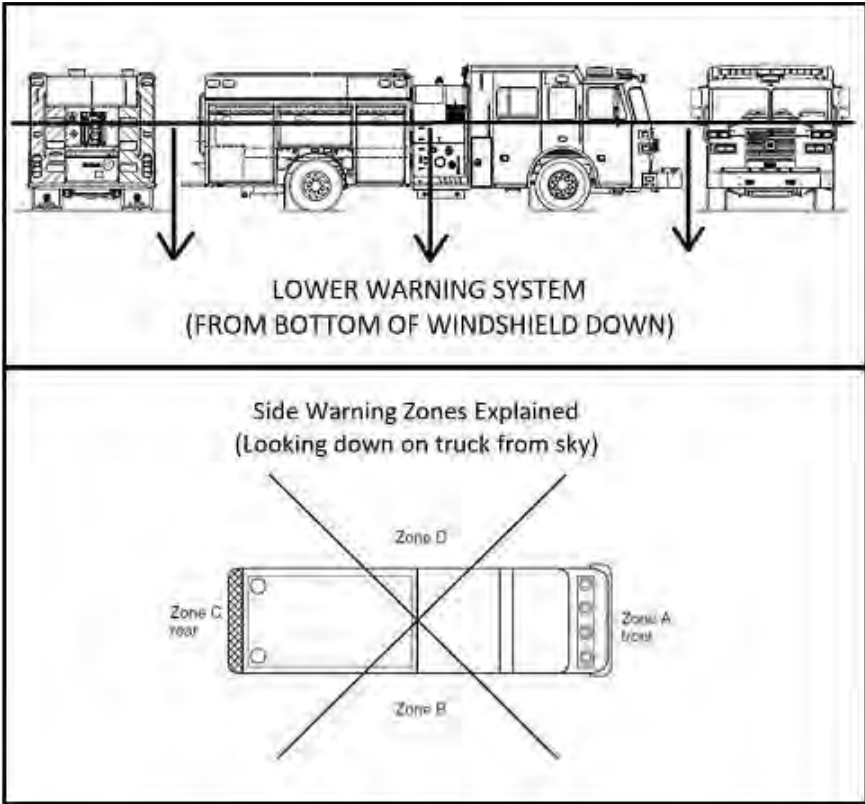
| Line | Item # | Qty | Item Description/Comments |
|-------------|----------|-----|--|
| 285 | 72888888 | 1 | SPECIAL ITEM, DELETE 2.5" SPEEDLAY |
| 286 | 72888888 | 1 | SPECIAL ITEM, TREADPLAT DOORS ON TO ENCLOSE WHERE 2.5" CROSSLAYS AREA |
| 287 | | 1 | **CLAR NOTES, DELETE THE 2.5" CROSSLAY. MAKE TOP CROSSLAY AREA A COMPARTMENT BY PUTTING TREADPLATE DOORS ON EACH SIDE. |
| 288 | 61742000 | 1 | MASTER PUMP DRAIN, MULTIPOINT |
| 289 | 61790510 | 11 | DRAIN VALVES, HALE, LIFT-UP (11) |
| 290 | 10310210 | 1 | FOAM SYSTEM |
| FOAM SYSTEM | | | |
| 291 | 73590120 | 1 | FOAM SYSTEM, HALE SMARTFOAM 5.0 (PRG) |
| 292 | | 1 | **ENG Class of Foam = Class A Foam |
| 293 | 73531425 | 1 | FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK |
| 294 | 10310220 | 1 | PUMP PANEL |
| PUMP PANEL | | | |
| 295 | 74914130 | 1 | PRG SM3 - SIDE MOUNT PUMP PANEL (CROSSLAY/SPEEDLAYS) |
| 296 | 74928100 | 1 | PUMP MODULE LENGTH, 44" |
| 297 | 74929130 | 1 | HALE PUMP MODULE CONFIGURATION, SIDE MOUNT, CROSSLAY W/ SPEEDLAYS |
| 298 | 74930730 | 1 | PANEL FINISH, BLACK POWDERCOAT (PRG) |
| 299 | 74931055 | 1 | COLOR CODING (PRG) |
| 300 | 74931290 | 1 | PUMP MODULE FRAMEWORK, SWIRL FINISH |
| 301 | 74931390 | 1 | PUMP FINISH, PAINTED BY PUMP MFG |
| 302 | 74931590 | 1 | PLUMBING FINISH, NON-PAINTED |
| 303 | | 1 | **ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated. |
| 304 | 74931692 | 1 | EXTERIOR DUNNAGE AREA PANEL, BLACK POWDERCOAT |
| 305 | 75040215 | 1 | TROUGH IN RUNNING BOARD, BOTH SIDES |
| 306 | 75590010 | 1 | PUMP OPERATOR LIGHTS, LED (PRG) |
| 307 | 75590110 | 1 | PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG) |
| 308 | 76090002 | 1 | PUMP PANEL GAUGES & CONTROLS (PRG) |
| 309 | 60090030 | 1 | PUMP PRIMER, TRIDENT, AIR |

| Line | Item # | Qty | Item Description/Comments |
|-------------------|----------|-----|--|
| 310 | 60028310 | 1 | (1) PRIMER BUTTON - MAIN SUCTION |
| 311 | 76025110 | 1 | COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE) |
| 312 | 76031900 | 1 | AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL |
| 313 | 76590000 | 1 | GAUGES, MASTER, CLASS 1 4.5" (PRG) |
| 314 | 77590000 | 1 | GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4 |
| 315 | 77532112 | 1 | GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2) |
| 316 | 77590040 | 1 | GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4 |
| 317 | | 1 | **ENG Class of Foam for Foam Gauge = Class A. |
| 318 | 10310230 | 1 | WATER TANK |
| WATER TANK | | | |
| 319 | 83525200 | 1 | WATER TANK BRAND, UPF |
| 320 | 83590004 | 1 | WATER TANK, 750 GAL, POLY |
| 321 | 10310300 | 1 | BODY |
| BODY | | | |
| 322 | 80089500 | 1 | BODY SUBFRAME, PROGRAM 1 PUMPER |
| 323 | 80189590 | 1 | BODY G9 - ALUM 40/51 LADDERS THRU TANK |
| 324 | 80245012 | 1 | UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES |
| 325 | 10310302 | 1 | BODY COMPARTMENTS |
| BODY COMPARTMENTS | | | |


| Line | Item # | Qty | Item Description/Comments |
|---------------|----------|-----|---|
| | | | <p>Standard Verbiage for locations of Outlets and other components in Body compartments</p>  <p>Legend Inboard— Toward center of truck / frame rails Outboard— Toward compartment doors Left/Right wall— Looking at compartment, wall which is to your left or right</p> |
| 326 | 81165705 | 1 | UNISTRUT TRACK IN COMPTS |
| 327 | 80230620 | 1 | DOOR SILL PROTECTION, BODY COMPTS, NOT FACTORY PROVIDED |
| 328 | 80230650 | 1 | DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED |
| 329 | 80290025 | 1 | COMPT DOORS, AMDOR ROLL-UP, SATIN FINISH |
| 330 | 80225100 | 1 | REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH |
| 331 | 80230300 | 1 | COMPT INTERIOR FINISH, SMOOTH |
| 332 | 84531230 | 1 | COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT |
| 333 | 10310305 | 1 | BODY EXTERIOR |
| BODY EXTERIOR | | | |
| 334 | 81380000 | 1 | HOSEBED W/REMOVABLE ALUMINUM FLOORING |
| 335 | 81330100 | 1 | STANDARD HOSEBED HEIGHT |
| 336 | 81410500 | 1 | COVER, TREADPLATE SCOOP/DEFLECTOR, FRONT OF HOSEBED |
| 337 | 81431210 | 1 | REAR HOSEBED COVER, WEBBING |
| 338 | | 1 | **ENG Hosebed Cover Color = Black. |
| 339 | 81440230 | 1 | COVER FASTENERS, METAL AIRPLANE LATCHES |
| 340 | | 1 | **ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con. |

| Line | Item # | Qty | Item Description/Comments |
|------------|----------|-----|--|
| 341 | 81330302 | 1 | HOSE BED DIVIDERS, ADJ (3) |
| 342 | 81332115 | 1 | HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS |
| 343 | 81911100 | 1 | HANDRAILS, HANSEN BACKLIT |
| 344 | 82290010 | 1 | STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT |
| 345 | | 1 | **ENG Step Light Color = Blue. |
| 346 | 82390001 | 1 | STEPS, REAR BODY (14x11 & 14x8) |
| 347 | 82521500 | 1 | RUB RAILS, BLACK POLY UHMW |
| 348 | 83010050 | 1 | ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER) |
| 349 | 83030350 | 1 | REAR STEP/TAILOBOARD CORNERS, 45 DEGREE (PRG1) |
| 350 | 80290052 | 1 | 10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4) |
| 351 | | 1 | **ENG A triple bottle compartment cannot be located on the driver's side behind rear axle. |
| 352 | 80290230 | 1 | DIVIDER FOR (3) TRIPLE SCBA COMPARTMENTS |
| 353 | 80290310 | 1 | DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1) |
| 354 | 80290410 | 3 | DOOR FINISH, DIAMONDPLATE, TRIPLE SCBA COMPT (3) |
| 355 | 88520300 | 1 | DELETE 6" SUCTION HOSE |
| 356 | 88540550 | 1 | DELETE STD SUCTION HOSE MTG |
| 357 | 88550300 | 1 | STRAINER NOT PROVIDED |
| 358 | 89988888 | 1 | SPECIAL ITEM, CAB AND BODY FENDERETTES TO BE BLACK RAPTOR (4) |
| 359 | 83030705 | 1 | REAR FENDERS, ALUMINUM TREADPLATE |
| 360 | 89011500 | 1 | ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING |
| 361 | 89590009 | 1 | LADDER CHUTE W/BACKBOARD STORAGE & PIKE POLE STORAGE |
| 362 | 89520210 | 1 | LADDER ENCLOSURE, DIAMONDPLATE DOOR |
| 363 | | 1 | **CLAR NOTES, REF HS 6495 |
| 364 | 10310310 | 1 | ELECTRICAL |
| ELECTRICAL | | | |
| 365 | 84550110 | 1 | LICENSE PLATE BRACKET W/ LIGHT, LED |
| 366 | 84511100 | 1 | BODY ELECTRICAL DESCRIPTION |

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|--|
| 367 | 84520000 | 1 | BACK UP ALARM, ECCO SA917 |
| 368 | 85010420 | 1 | TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR) |
| 369 | 85110100 | 1 | ICC LIGHTS, LED |
| 370 | 85510200 | 1 | STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL |
| 371 | 85710040 | 1 | UNDERCARRIAGE GROUND LIGHTS, WHELEN 2G LED |
| 372 | 86528999 | 1 | DELETE REAR WORK LIGHTS |
| 373 | 86600000 | 1 | OPTICAL WARNING SYSTEM, UPPER (PUMPER) |
| | | |  <p>UPPER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD UP)</p> <p>Side Warning Zones Explained (Looking down on truck from sky)</p> <p>Zone D</p> <p>Zone C rear</p> <p>Zone B</p> <p>Zone A front</p> |
| 374 | 86610120 | 1 | UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES |
| | | |  |
| 375 | 86920100 | 1 | UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION |
| 376 | | 1 | **ENG Zone A, Upper Lightbar Standard Configuration = Single light bar: (2) end red LED modules, (2) corner red LED modules, (6) forward-facing red LED modules and (2) |

| Line | Item # | Qty | Item Description/Comments |
|------|----------|-----|--|
| | | | forward-facing white LED modules. All clear outer lenses. Installed on the cab roof as far forward as possible with two (2) MK8H 5in. cast aluminum risers. |
| 377 | 86699998 | 1 | UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount) |
| 378 | 86710310 | 1 | UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, M9V2* SERIES SURFACE MOUNT, M9V2* (QTY 2) |
| 379 | 86899998 | 1 | UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C (Surface Mount) |
| 380 | 87100000 | 1 | OPTICAL WARNING SYSTEM, LOWER (PUMPER) |
| | | |  <p>LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN)</p> <p>Side Warning Zones Explained (Looking down on truck from sky)</p> <p>Zone D</p> <p>Zone C rear</p> <p>Zone B</p> <p>Zone A front</p> |
| 381 | 87110210 | 1 | LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4) |
| 382 | 87811130 | 1 | LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS) |
| 383 | | 1 | **ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side. |
| 384 | 87210200 | 1 | LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES LED, TLI* (QTY 1) |
| 385 | 87812110 | 1 | LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES) |
| 386 | | 1 | **ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement. |
| 387 | 87310200 | 1 | LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2) |

| Line | Item # | Qty | Item Description/Comments |
|----------------|----------|-----|--|
| 388 | 87410200 | 1 | LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 2), ION T-SERIES TLI* (QTY 1) |
| 389 | 87814110 | 1 | LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES) |
| 390 | | 1 | **ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement. |
| 391 | 87588888 | 1 | SPECIAL ITEM, WHELEN CORE SYSTEM |
| 392 | | 1 | **CLAR NOTES, MATCH SET UP TO HS 7515 |
| 393 | 87537734 | 2 | ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR) (2) |
| 394 | | 1 | **ENG Whelen M6 LED Mounting Location = ONE AMBER PAIR MID HEIGHT REAR OF BODY EACH SIDE, ONE PAIR RED ABOVE FRONT AXLE ON CAB EACH SIDE |
| 395 | 87537752 | 3 | ADDITIONAL WARNING LIGHTS, WHELEN M9V2* LED (PAIR) (3) |
| 396 | | 1 | **ENG Whelen M9V2LED Warning Light Color = Red. |
| 397 | | 1 | **ENG Whelen M9V2 LED Lens Color = Red. |
| 398 | | 1 | **ENG Whelen M9V2 LED Mounting Location = 1 PAIR EACH SIDE OF CAB, ONE PAIR EACH SIDE BODY LEFT SIDE, ONE PAIR ON BODY RIGHT SIDE, ONE PAIR ON REAR EACH SIDE OF HOSEBED |
| 399 | 87040000 | 1 | TRAFFIC ADVISOR, WHELEN LED, TAL65 36" |
| 400 | 88393000 | 1 | SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, FT-B-72-ML-3PKIT-* (1) |
| 401 | | 1 | **ENG ICC Cab Marker Lights Integrated in Brow Light = Yes |
| 402 | 88393306 | 2 | SCENE LIGHT, FIRETECH FT-SL-GESM, 20K LUMENS, 12V LED, TELE (2) |
| 403 | 10310410 | 1 | PAINT & FINISH |
| PAINT & FINISH | | | |
| 404 | 90010020 | 1 | PAINT SCHEME |
| 405 | 90030010 | 1 | TWO TONE CAB & BODY |
| 406 | 90029910 | 1 | PAINT BREAK #1 - BOTTOM OF WINDSHIELD |

| Line | Item # | Qty | Item Description/Comments |
|-----------------------|----------|-----|--|
| | | |  |
| 407 | | 1 | **ENG Upper Color for Two Tone Paint = BLACK. |
| 408 | | 1 | **ENG Lower Color for Two Tone Paint = YELLOW. |
| 409 | 90030154 | 1 | PAINT FRAME RAILS & BODY REAR DROP - BLACK |
| 410 | 90030190 | 1 | TEXTURED FRAME RAIL COATING |
| 411 | 90030015 | 1 | A/C CONDENSER PAINTED ROOF COLOR |
| 412 | 90088888 | 1 | SPECIAL ITEM, BLACK OUT ITEMS |
| 413 | | 1 | **CLAR NOTES, Both cab steps per entry , Black Raptor Mirrors, Black Raptor Match HS-7170 Diamond Plate on Cab Roof, Black Raptor RV AC Deflector, Black Raptor (4) fenderettes , Black Raptor |
| 414 | 90630630 | 1 | 1/2" NON-REFLECTIVE VINYL STRIPE AT CAB PAINT BREAK |
| 415 | 90680120 | 1 | CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE |
| 416 | 10310420 | 1 | EQUIPMENT |
| EQUIPMENT | | | |
| 417 | 91010000 | 1 | MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS |
| 418 | 91030700 | 1 | ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS |
| 419 | 10310600 | 1 | COMPLETION & WARRANTY |
| COMPLETION & WARRANTY | | | |
| 420 | 99010100 | 1 | MANUALS, ELECTRONIC VERSION (2-USB) |
| 421 | 99031195 | 1 | DEALER DELIVERY |
| 422 | 99520110 | 1 | WARRANTY, ONE YEAR |
| 423 | 99521100 | 1 | WARRANTY, FRAME, LIFETIME |

| Line | Item # | Qty | Item Description/Comments |
|------------------------|-----------|-----|---|
| 424 | 99521200 | 1 | WARRANTY, CAB STRUCTURAL, 10 YR. |
| 425 | 99521300 | 1 | WARRANTY, BODY STRUCTURAL, 10 YR. |
| 426 | 99521400 | 1 | WARRANTY, PAINT, 10 YR. |
| 427 | 99521900 | 1 | WARRANTIES, MAJOR VENDOR COMPONENTS |
| 428 | 10310500 | 1 | DEALER SUPPLIED |
| DEALER SUPPLIED | | | |
| 429 | PDB000784 | 1 | DEALER SUPPLIED - Brigade 360 Camera System Pumper |
| 430 | PDB000096 | 1 | DEALER SUPPLIED - Radio Mount-Single Head |
| 431 | PDB000102 | 1 | DEALER SUPPLIED - Antenna Mounting(1) |
| 432 | PDB000121 | 1 | DEALER SUPPLIED - Compartment Matting- Standard |
| 433 | PDB001226 | 1 | DEALER SUPPLIED - Firecom 4 Position Wireless System |
| 434 | PDB001237 | 1 | DEALER SUPPLIED - Akron Revolution Valve 6" x 5" Storz 30° |
| 435 | PDB001237 | 1 | DEALER SUPPLIED - Akron Revolution Valve 6" x 5" Storz 30° |
| 436 | PDB000403 | 1 | DEALER SUPPLIED - Medical Glove Holders (Upper Crew Doors) |
| 437 | PDB001217 | 1 | DEALER SUPPLIED - Honda EU2200I Portable Generator |
| 438 | PDB000105 | 1 | DEALER SUPPLIED - Mount Equipment |
| 439 | Other | 1 | DEALER SUPPLIED - OTHER - HOLMATRO PENTHEON HYDRAULIC TOOLS |
| 440 | PDB000331 | 1 | DEALER SUPPLIED - Misc Equipment |
| 441 | PDB001702 | 1 | DEALER SUPPLIED - SHELVING ALLOWANCE |
| 442 | PDB001806 | 1 | DEALER SUPPLIED - GRAPHICS |
| 443 | PDB000267 | 1 | DEALER SUPPLIED - SCBA Bracket-Mounted |
| 444 | PDB000267 | 1 | DEALER SUPPLIED - SCBA Bracket-Mounted |
| 445 | | 1 | COOPERATIVE PURCHASING AGENCY FEES (Sourcewell) |

Brindlee Mountain Fire Apparatus, LLC

Deferred Purchase Value Agreement

This DEFERRED VALUE PURCHASE AGREEMENT (this “Agreement”) is entered into as of April 19, 2023, by and between Brindlee Mountain Fire Apparatus, LLC, an Alabama Limited Liability Corporation (“BMFA”), and The Village of North Palm Beach, a municipal corporation organized and existing under the laws of the State of Florida, (the “End User” and, together with BMFA, collectively referred to herein as the “Parties” and individually as a “Party”).

WHEREAS, the End User is or will soon be the owner of the apparatus and related equipment (the “Apparatus”) described on **Exhibit A**; and

WHEREAS, pursuant to the terms and conditions set forth herein, BMFA desires to purchase from the End User, and End User desires to sell to BMFA, in each case at a later date, the Apparatus subject to and in accordance with the terms, conditions and limitations set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the respective agreements, covenants, representations and warranties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Purchase; Conditions. Subject to and in accordance with the terms and conditions set forth herein, BMFA hereby agrees to purchase the Apparatus at a purchase price equal to the “Deferred Purchase Value” set forth on **Exhibit B**, such purchase to take place at the end of the Term or earlier if requested by End User and agreed to by BMFA. Notwithstanding anything herein to the contrary, BMFA’s obligation to purchase the Apparatus at the Deferred Purchase Value is subject to End User meeting the following conditions:

(a) At the time of surrender of the Apparatus to BMFA, all options and equipment listed in the Bill of Materials or equivalent document provided by the Manufacturer shall be included with the Apparatus;

(b) At the time of surrender, the Apparatus must meet or exceed each of the conditions outlined in the “Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment hereunder” set forth on **Exhibit D**; and

(c) The End User shall be in compliance with all representations, warranties, covenants and obligations set forth in this Agreement as of the time of surrender, meaning with respect to the representations and warranties in this Agreement that they shall be true and correct as of the time of surrender.

2. BMFA Responsibilities. Subject to the satisfaction of the conditions set forth in Section 1 above, upon surrender of the Apparatus to BMFA, BMFA shall pay an amount equal to the Deferred Purchase Value to the End User within five (5) days thereof by cashier’s check or wire transfer of immediately available funds.

3. Procedures if Purchase Conditions and Requirements are Not Met. End User acknowledges and agrees that BMFA has no obligation to purchase the Apparatus at the Deferred Purchase Value in the event any of the conditions described in Section 1 are not met at the time of surrender. In the event Apparatus fails to meet the conditions and requirements set forth on **Exhibit D**, End User shall have a thirty (30) day period to have such deficiencies repaired and/or to negotiate with BMFA, in good faith, an adjustment to the Deferred Purchase Value to compensate for such deficiencies at the time of surrender. If the Parties fail to reach an agreement on a revised Deferred Purchase Value for the Apparatus, BMFA may decline to purchase the Apparatus, and in such case, End-User will no longer be bound by this Agreement and may retain, sell or dispose of the Apparatus in any manner and at any price it sees fit.

4. Term. The term of this Agreement (the “Term”) shall begin on the date hereof and continue for a period of seven (7) years following the date on which the Apparatus is delivered by the Manufacturer to the End User (the “Apparatus Shipment Date”), which period may be extended by mutual written agreement of the Parties. The Apparatus must be ordered, according to the specifications listed on **Exhibit A**, from Sutphen Corporation (the “Manufacturer”) by the End User within ninety (90) days from the date of this Agreement and delivered by the Manufacturer to the End User no later than fifty (50) months from the date of this Agreement. In the event that the Apparatus is not shipped to the End User within fifty (50) months of the date of this Agreement, BMFA shall have the right to propose an amendment to this Agreement revising the Deferred Purchase Value set forth on **Exhibit B**. If a written amendment is not executed by the parties, this Agreement shall be of no further force and effect except as set forth herein.

5. Early Termination Payment. This Agreement may be terminated early by End User at any time by delivering written notice to BMFA (a “Notice of Termination”) at least one hundred and eighty (180) days prior to such termination. In such event, in consideration of and as a liquidated remuneration for the damages caused to BMFA due to an early termination for any reason, End User hereby agrees to pay BMFA an early termination payment equal to the amount set forth on **Exhibit C** (such payment, an “Early Termination Payment”). Such Early Termination Payment shall be due and payable on the termination date specified in the Notice of Termination. Any Early Termination Payment that becomes past due will bear default interest at eighteen (18%) percent or the highest rate allowed by law in the State of Alabama, whichever is less. Furthermore, End User understands and agrees it shall be responsible for the costs of collection incurred by BMFA of any and all Early Termination Payments due to BMFA which become more than sixty (60) days past due, including without limitation reasonable collection agent fees and attorney fees, in addition to any remedies that may be provided for in this Agreement or otherwise at law or equity.

6. End User Responsibilities. During the Term, End User shall maintain the Apparatus under the Manufacturer’s recommended Preventative Maintenance Schedule; comply with all obligations necessary to qualify under the Manufacturer’s warranty; and maintain a complete record of all preventative maintenance work and other repairs made to the Apparatus from the date of acceptance of the Apparatus from the Manufacturer to the date of surrender of the Apparatus to BMFA. In addition, End User shall promptly notify BMFA of any material changes in the condition of the Apparatus covered by this Agreement including, but not limited to, accidental damage or collision, modifications or significant system failure, or if the Apparatus fails to meet the required annual certifications as required by NFPA standards or otherwise as

may be amended from time to time. If the Apparatus is destroyed at any time while this Agreement is in effect, End User will offer BMFA a first right of offer to acquire the salvage of the Apparatus (if it owns such salvage), meaning BMFA may purchase the salvage at the price offered by any third party, and inform its insurance company of BMFA's right of first refusal to acquire the salvage. End User shall further include BMFA as a potential vendor for the repair of the Apparatus if it is damaged by collision or otherwise.

7. Representations and Warranties. Each Party represents and warrants to the other Party that the following representations are true and correct as of the date hereof:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; and

(c) This Agreement constitutes a legally valid and binding obligation, enforceable against it in accordance with its terms.

8. Exclusivity. End User hereby acknowledges and agrees that execution of this Agreement provides BMFA with the sole right to market and sell the Apparatus covered hereunder as used equipment for the duration of this Agreement. Except in a salvage situation described in Section 4 above, End User shall not, directly or indirectly, advertise, offer to sell, sell or otherwise transfer ownership in the Apparatus without first paying the required Early Termination Payment to BMFA and receiving a full release from BMFA, which BMFA shall immediately send to End User upon receipt of payment in full of the Early Termination Payment in the form of a cashier's check or wire transfer of immediately available funds.

9. Indemnification. Each Party covenants and agrees to indemnify, defend and hold harmless the other Party from and against any and all losses, liabilities, damages, costs and obligations (or actions or claims with respect thereof), including out-of-pocket expenses and reasonably attorney's fees and court costs (collectively, "Losses"), which the other Party may suffer or incur as a result of (a) any inaccuracy or breach of any representation, warranty or covenant made by such Party in this Agreement, (b) any third party claim or cause of action related to the ownership or use of the Apparatus by End User, or (c) such Party's negligence or willful misconduct in connection with this Agreement.

The foregoing indemnification shall not constitute a waiver of "End User's" sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall it create a cause of action in favor of any third party.

10. Miscellaneous.

(a) Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(b) Survival. Subject to the limitations and other provisions of this Agreement, Sections 4, 7, 8 and 9 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

(c) Notices. Any notice required or permitted to be provided hereunder will be in writing and delivered by either: (a) certified mail, return receipt requested, postage prepaid; (b) hand delivery; or (c) reputable overnight courier service, freight prepaid, requiring the signature of the party to whom the notice is sent. No notice to either party will become valid and enforceable without proof of delivery by the party serving notice to the other. Notices should be addressed as follows:

If to BMFA: Brindlee Mountain Fire Apparatus, LLC
15410 Highway 231
Union Grove, AL 35175
Telephone: 256-498-0188
Facsimile: 256-498-0924
Attention: James F. Wessel, President
Email: jwessel@firetruckmall.com

If to End User: Village of North Palm Beach Fire Rescue
560 US Highway 1
North Palm Beach, FL 33408
Telephone: 561-841-3374
Facsimile: 561-431-5848
Attention: J.D. Armstrong, Fire Chief
Email: firechief@village-npb.org

(d) Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(e) Amendment and Waiver. This Agreement may be amended or modified only upon the written consent of both Parties.

(f) Further Assurances. Each Party covenants that at any time, without additional consideration, it will execute such additional instruments and take such further actions as may reasonably be requested by the other Party to confirm or perfect or otherwise carry out the intent and purposes of this Agreement.

(g) Governing Law; Jurisdiction and Venue. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Florida. Each Party to this Agreement hereby irrevocably consents to the jurisdiction of any state or federal court located in Palm Beach County in the State of Florida.

(h) If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and costs (including such fees and costs incident to

appeals) incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

[Signature Page Follows]

In Witness Whereof, the Parties hereto have executed this Agreement as of the date first written above.

END USER:

_____,
a(n) _____

By: _____
Name: _____
Title: _____

BMFA:

Brindlee Mountain Fire Apparatus, LLC
an Alabama Limited Liability Corporation

By: _____
Name: James Wessel
Title: Its: President

DEFERRED PURCHASE VALUE AGREEMENT

LIST OF EXHIBITS

| | |
|-------------------|--|
| Exhibit A | Apparatus and Equipment Description |
| Exhibit B: | Deferred Purchase Value |
| Exhibit C: | Early Termination Payment |
| Exhibit D: | Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder |

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT A

APPARATUS AND EQUIPMENT DESCRIPTION

| | |
|------------------------------|----------------------------|
| Vehicle Year of Manufacture: | 2025 (Estimated) |
| Chassis Manufacturer: | <i>Sutphen Corporation</i> |
| Body Manufacturer: | <i>Sutphen Corporation</i> |
| Apparatus Type: | <i>Custom Pumper</i> |
| VIN: | TBD |
| Related Equipment: | NA |

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT B

DEFERRED PURCHASE VALUE

Deferred Purchase Value: \$333,423

Period/Term: *7 years with 50,000 miles or less*

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT C

EARLY TERMINATION PAYMENT

- Any early termination of this Agreement during the Term shall result in an Early Termination Payment of \$25,000, payable by End User to BMFA in accordance with the terms of this Agreement.

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT D

“Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder”

1. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA.; The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.
2. BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.
3. If applicable, Seller shall provide a pump test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA, including proper operation of the pressure governor, relief valve, primer, and foam system if applicable.
4. If applicable, Seller shall provide an aerial test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA.
5. Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.
6. Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, and flood) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.
7. Prior to payment of the purchase price by BMFA, Seller shall provide BMFA with a copy of the title (or in the circumstance set forth below the manufacturer's statement of origin or certificate of origin ("MSO or MCO") of the Apparatus reflecting the Seller as the owner of the Apparatus. Seller represents and warrants that the Apparatus will be sold to BMFA free and clear of any liens or other encumbrances. Seller shall deliver the vehicle title for the Apparatus, free of all liens, to BMFA within ten (10) days after final payment by BMFA. An MSO or MCO is acceptable only from original vehicle manufacturer and is not considered as proof of ownership from the Seller except when the state in which the purchaser is located does not require registration or title on emergency vehicles and a

copy of that state's current law or statute clearly stating the exemption is provided by Seller with the MSO or MCO.

8. The apparatus must be completely drained of water prior to shipment or being stored outside prior to shipment. To effectively drain the truck of water, remove all caps and plugs (store on the truck in a compartment), open all intake/discharge valves halfway, and open all drain valves to include the pump cooler and auxiliary cooler. Failure to drain all water from the truck prior to shipment could result in damage to the fire apparatus and corresponding repairs will be performed at the expense of the seller.
9. BMFA's obligation to purchase the Apparatus is contingent upon Seller's representations and warranties hereunder being true and correct and Seller's performance of its obligations hereunder. In the event Seller's representations and warranties hereunder are not true and correct or Seller does not perform its obligations hereunder, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such matters and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment. BMFA's remedies set forth herein are in addition to any and all other rights and remedies that may be available to BMFA at law, at equity or otherwise.