



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, JULY 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 Regular Session held July 13, 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.

## 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.*

2. **RESOLUTION** – Approving a Blanket Purchase Order for the Public Works Department with GT Supplies, Inc. in the total amount of \$75,000 for dumpster repairs.
3. **RESOLUTION** – Accepting a proposal from Integrity Landscape, LLC for swale renovations on specified Village roadways at a total cost of \$32,300; and authorizing execution of the Contract.
4. Receive for file Minutes of the Environmental Committee meeting held 6/5/23.
5. Receive for file Minutes of the Waterways Advisory Board meeting held 6/27/23.

## DECLARATION OF EX PARTE COMMUNICATIONS

## PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

6. **1ST READING OF ORDINANCE 2023-10 – CODE AMENDMENT – ANCHORAGE PARK LAUNCH RAMP STICKERS** Consider a motion to adopt on first reading Ordinance 2023-10 amending Article II, "Boat Launching Area," of the Village Code of Ordinances by amending Section 5-33 to modify the required location for Anchorage Park launch ramp stickers.
7. **1ST READING OF ORDINANCE 2023-11 – COUNTRY CLUB BUDGET AMENDMENT** Consider a motion to adopt on first reading Ordinance 2023-11 amending the adopted Country Club Budget for Fiscal Year 2023 to transfer \$800,000 from the Special Projects Fund to the Country Club Construction and Major Renovation Account to fund the replacement of the tennis court lighting and fencing; and authorizing execution of the budget amendment.
8. **1ST READING OF ORDINANCE 2023-12 – CODE AMENDMENT – PEDDLERS OR SOLICITORS** Consider a motion to adopt on first reading Ordinance 2023-12 amending Chapter 17, "Licenses and Miscellaneous Business Regulations," of the Village Code of Ordinances; amending Article II, "Local Business Tax," by amending Section 17-33, "Business Tax Schedule," to remove the annual tax for Canvassers and Solicitors; amending Article VIII, "Peddlers and Solicitors," by amending Section 17-88, "Limitation on hours for Peddling and Solicitation," to modify the permissible hours and Section 17-90, "Notice by Property Owners," to clarify the enforcement on private property.

## OTHER VILLAGE BUSINESS MATTERS

9. **RESOLUTION – ESTABLISHING A TENTATIVE MILLAGE RATE FOR FY 2023-2024 AND SETTING THE 1ST PUBLIC HEARING** Consider a motion to adopt a resolution adopting a tentative millage rate of 7.0000 mil for Fiscal Year 2024; establishing a date, time, and place for the first reading on the Tentative Budget and Proposed Millage Rate; and authorizing the Village Manager to submit the required forms to the Palm Beach County Property Appraiser.
10. **RESOLUTION – ALTERNATE SPECIAL MAGISTRATE** Consider a motion to approve a resolution appointing Kevin M. Wagner as the Village's Alternate Code Enforcement Special Magistrate.
11. **RESOLUTION – COUNTRY CLUB GOLF COURSE NETTING INSTALLATION** Consider a motion to approve a resolution accepting a proposal from Action Sports Netting, Inc. for the installation of Golf Course Netting at the North Palm Beach Country Club at a total cost of \$176,985.70; and authorizing execution of the Contract.

## 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.

**BACKUP INFORMATION FOR THIS  
AGENDA ITEM TO BE PROVIDED.**

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

---

TO: Honorable Mayor and Council

THRU: Charles Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: July 27, 2023

SUBJECT: **RESOLUTION – Approval to increase the FY 2023 Blanket Purchase Order issued to GT Supplies, Inc. to \$75,000**

---

Village Staff is recommending Village Council consideration and approval of the attached Resolution increasing the FY 2023 blanket purchase order issued to GT Supplies, Inc. to \$75,000.

The Village uses GT Supplies, Inc. for reconditioning existing dumpsters as needed. As the Village moves toward the purchase of plastic replacement dumpsters, Staff must continue to repair the dumpsters that we have. Earlier in the fiscal year, a blanket purchase order was issued to GT Supplies, Inc. in the amount of \$25,000 for the purchase/fabrication of dumpsters and parts/repairs. Through the adoption of Resolution No. 2023-17 on March 9, 2023, the Village Council approved a blanket purchase order in the total amount of \$50,000. To date, the Village has paid \$43,920.41 to this vendor for these services.

Based on the current year trend, staff is estimating that an additional \$25,000 is needed for these services for the remainder of this fiscal year and is recommending that \$25,000 be added to the existing purchase order for this vendor.

In accordance with the Village's purchasing policy, Village Council approval is required for a purchase order when the aggregate fiscal year spending to a single vendor exceeds \$25,000.

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

**Account Information:**

Fund	Department / Division	Account Number	Account Description	Amount
General	Public Works/ Solid Waste	A7020-35217	Machinery & Equipment Supplies	\$75,000

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution increasing the FY 2023 blanket purchase order issued to GT Supplies, Inc. to \$75,000, with funds expended from Account No. A7020-35217 (Solid Waste – Machinery & Equipment Supplies), in accordance with Village policies and procedures.**

## RESOLUTION 2023-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER FOR THE PUBLIC WORKS DEPARTMENT WITH GT SUPPLIES, INC. IN THE TOTAL AMOUNT OF \$75,000 FOR DUMPSTER REPAIRS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year; and

WHEREAS, the Village initially issued a blanket purchase order to GT Supplies in the amount of \$25,000 for dumpster repairs; and

WHEREAS, through the adoption of Resolution No. 2023-17 on March 9, 2023, the Village Council increased the amount of the blanket purchase order to \$50,000; and

WHEREAS, Village Staff has requested an additional \$25,000 for the current fiscal year, and the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves a \$25,000 increase in the blanket purchase order issued to GT Supplies, Inc. for a total amount of \$75,000 for Fiscal Year 2023, with funds expended from Account No. A7020-35217 (Public Works/Sanitation – Machinery & Equipment Supplies).

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**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: July 27, 2023

SUBJECT: **RESOLUTION – Accepting a proposal from Integrity Landscape, LLC for swale renovation at (4) four locations throughout the Village in the amount of \$32,300.00 and authorizing execution of a Contract.**

---

Village staff identified the deteriorating condition of the swales on Corsair Drive, Bowsprit Drive, Inlet Road, and Driftwood Road. The vendor will be removing the grass, reshaping the swale, and laying St. Augustine sod. This repair work will be conducted at specific locations along the four locations outlined.

The Village has acquired (3) three quotes for the scope of work required to complete the project:

Vendor	Total
Integrity Landscape, LLC	\$32,300.00
Precision Landscape Co.	\$34,850.00
On Grade Excavating, LLC	\$35,000.00

Integrity Landscape, LLC provided the best proposal to complete the project quickly and without delays. In accordance with the Village's purchasing policy, all purchases in excess of \$25,000 and up to \$50,000 shall be brought to Village Council on the Consent Agenda for approval.

Village Staff is recommending approval of this Resolution to continue 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	\$32,300.00

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Integrity Landscape, LLC for swale renovation at (4) four locations throughout the Village in the amount of \$32,300.00, with funds expended from Account No. H7321-34684 (Streets & Grounds – Repair & Maintenance 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 INTEGRITY LANDSCAPE, LLC FOR SWALE RENOVATIONS ON SPECIFIED VILLAGE ROADWAYS 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 swale renovations on Corsair Drive, Bowsprit Drive, Inlet Road, and Driftwood Road; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by Integrity Landscape, LLC; 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 Integrity Landscape, LLC for swale renovations on Corsair Drive, Bowsprit Drive, Inlet Road, and Driftwood Road at a total cost of \$32,300.00, 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 INTEGRITY LANDSCAPE, LLC, 11763 154<sup>th</sup> Road North, Jupiter, Florida 33478, a Florida limited liability company (hereinafter “CONTRACTOR”).

### **RECITALS**

WHEREAS, the VILLAGE solicited proposals for swale renovations on four Village roadways: Corsair Drive, Bowsprit Drive, Inlet Road, and Driftwood Road (“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 proposals dated June 16, 2023 (collectively “Proposal”), copies of which are 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-Two Thousand Three Hundred Dollars and No Cents (\$32,300.00)**.
- 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 **ninety (90) 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, the 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](mailto: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.

**INTEGRITY LANDSCAPE, LLC**

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

Integrity Landscape, LLC  
11763 154th Rd N  
Jupiter, FL 33478 US  
(561)401-8980  
integritylandscapepb@gmail.com

## Estimate

**ADDRESS**  
Mike Mercy

**ESTIMATE #** 6619  
**DATE** 06/08/2023

ACTIVITY	QTY	RATE	AMOUNT
Landscaping Corsair rd	1	0.00	0.00
Landscaping 9 pallets sod Regrade swale and remove excess soil and grass from property including cleaning and irrigation	1	8,900.00	8,900.00
TOTAL			<b>\$8,900.00</b>

Accepted By

Accepted Date



Integrity Landscape, LLC  
11763 154th Rd N  
Jupiter, FL 33478 US  
(561)401-8980  
integritylandscapepb@gmail.com

Estimate

ADDRESS  
Mike Mercy

ESTIMATE # 6618  
DATE 06/08/2023

ACTIVITY	QTY	RATE	AMOUNT
Landscaping Bowsprit rd	1	0.00	0.00
Landscaping 8 pallets sod Regrade swale and remove excess soil and grass from property including cleaning and irrigation	1	7,900.00	7,900.00
TOTAL			\$7,900.00

Accepted By

Accepted Date

Integrity Landscape, LLC  
11763 154th Rd N  
Jupiter, FL 33478 US  
(561)401-8980  
integritylandscapepb@gmail.com

## Estimate

**ADDRESS**

Mike Mercy

**ESTIMATE #** 6642**DATE** 06/16/2023

ACTIVITY	QTY	RATE	AMOUNT
Inlet drive			
<b>Sod</b>	1	5,500.00	5,500.00
Regrade and re sod swale			
Including irrigation and pressure cleaning			
Including dirt removal from property			
TOTAL			<b>\$5,500.00</b>

Accepted By

Accepted Date

Integrity Landscape, LLC  
11763 154th Rd N  
Jupiter, FL 33478 US  
(561)401-8980  
integritylandscapepb@gmail.com

## Estimate

### ADDRESS

Mike Mercy

ESTIMATE # 6643

DATE 06/16/2023

ACTIVITY	QTY	RATE	AMOUNT
Driftwood Rd			
<b>Sod</b>	1	5,000.00	5,000.00
Regrade and re sod swale			
Including irrigation and pressure cleaning			
Including dirt removal from property			

TOTAL

**\$5,000.00**

Accepted By

Accepted Date

# Estimate

**Precision Landscape Co.**  
**9450 Old Dixie Hwy**  
**North Palm Beach, FL 33403**

561.881.8866 - Office  
admin@precisionlandscapeco.com

Date	Estimate #
7/11/2023	27824

P.O. No.	Admin	Rep
		Inst

Village of North Palm Beach/  
Public Works  
645 Prosperity Farms Road  
North Palm Beach, FL 33408

Item	Description	Rate	Qty	U/M	Total
Landscape ...	Cosair/Bowsprit (north) lower grade using skid steer and manual method to just below street,driveway and sidewalk- Haul away material - grade to have as much positive flow and make ready for new sod - approx area 1050 sq ft	95.00	35		3,325.00
Landscape ...	(south) lower grade using skid steer and manual method to just below street,driveway and sidewalk- Haul away material - grade to have as much positive flow and make ready for new sod - approx area 1775	95.00	41		3,895.00
Landscape ...	Cosair/Anchorage lower grade using skid steer and manual method to just below street,driveway and sidewalk- Haul away material - grade to have as much positive flow and make ready for new sod - approx area 4186 Driftwood	95.00	71		6,745.00

**Quoted prices are based on complete acceptance of all items in this estimate.**

**All estimates under \$700 require payment in full; over \$700 requires a 50%  
deposit, prior to work commencement.**

**If you would like to pay by credit card, please contact our office.**

**Prices quoted are valid for 30 days from date of estimate.**

Signature:

**Total**

# Estimate

**Precision Landscape Co.**  
**9450 Old Dixie Hwy**  
**North Palm Beach, FL 33403**

561.881.8866 - Office  
admin@precisionlandscapeco.com

Date	Estimate #
7/11/2023	27824

P.O. No.	Admin	Rep
		Inst

Village of North Palm Beach/  
Public Works  
645 Prosperity Farms Road  
North Palm Beach, FL 33408

Item	Description	Rate	Qty	U/M	Total
Landscape ...	lower grade using skid steer and manual method to just below street,driveway and sidewalk- Haul away material - grade to have as much positive flow and make ready for new sod - approx area 2100 Inlet	95.00	48		4,560.00
Landscape ...	lower grade using skid steer and manual method to just below street,driveway and sidewalk- Haul away material - grade to have as much positive flow and make ready for new sod - approx area 2400	95.00	52		4,940.00
Dump Truck	Dump Truck	55.00	11		605.00
Sod Pallet -...	Install Sod Pallet - St. Augustine total	385.00	28		10,780.00
	NOTE: Irrigation will need to be checked prior to any excavating - If any repairs are needed or addition - NPB Irrigation rates can be used				

**Quoted prices are based on complete acceptance of all items in this estimate.**

**All estimates under \$700 require payment in full; over \$700 requires a 50% deposit, prior to work commencement.**

**If you would like to pay by credit card, please contact our office.**

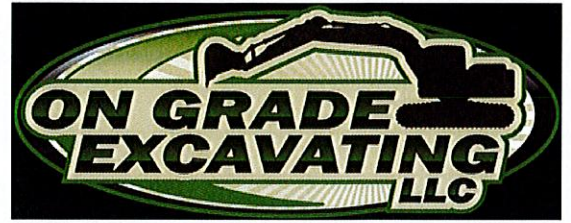
**Prices quoted are valid for 30 days from date of estimate.**

Signature: \_\_\_\_\_

**Total** \$34,850.00

On Grade Excavating, LLC  
 15865 Alexander Run  
 Jupiter, FL 33478  
 (561) 315-0312  
 Ongradeexcavating1@gmail.  
 com

Estimate 1462



ADDRESS

John Gibson  
 Village Of North Palm  
 Beach  
 645 Prosperity Farms  
 Road N  
 North Palm Beach, FL  
 33408

DATE  
 07/10/2023

TOTAL  
 \$35,000.00

EXPIRATION  
 DATE  
 08/11/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	LOCATION: Bowsprit Dr. North Palm Beach, FL  - Skidsteer to scrape grass and dirt off sections of swale as discussed. - Haul away approx 3360sq ft of grass and dirt. - Supply and install sod to all areas disturbed with floritam sod. **If any fill is needed to raise swale areas to grade before sod, will be an additional cost to this invoice.**	1	9,408.00	9,408.00
	LOCATION: Corsair Dr North Palm Beach, FL  - Skidsteer to scrape grass and dirt off sections of swale as discussed. - Haul away approx 4485sq ft of grass and dirt. - Supply and install sod to all areas disturbed with floritam sod. **If any fill is needed to raise swale areas to grade before sod, will be an additional cost to this invoice.**	1	12,558.00	12,558.00



DATE	DESCRIPTION	QTY	RATE	AMOUNT
	LOCATION: Driftwood North Palm Beach, FL  - Skidsteer to scrape grass and dirt off sections of swale as discussed. - Haul away approx 2160sq ft of grass and dirt. - Supply and install sod to all areas disturbed with floritam sod. **If any fill is needed to raise swale areas to grade before sod, will be an additional cost to this invoice.**	1	6,134.00	6,134.00
	LOCATION: Inlet Rd. North Palm Beach, FL  - Skidsteer to scrape grass and dirt off sections of swale as discussed. - Haul away approx 2434sq ft of grass and dirt. - Supply and install sod to all areas disturbed with floritam sod. **If any fill is needed to raise swale areas to grade before sod, will be an additional cost to this invoice.**	1	6,900.00	6,900.00
07/10/2023	NOTES: * Signed estimate with 50% deposit down to get scheduled. * 50% due day of completion.			

Upon acceptance of this quotation (in writing, orally, or by action such as payment of a down payment) you hereby agree to ON GRADE EXCAVATING LLC's attached terms and conditions. Do not accept this quotation if you do not wish to be bound by the terms and conditions.

**TOTAL**

**\$35,000.00**

THANK YOU.

Accepted By

Accepted Date

VILLAGE OF NORTH PALM BEACH  
605 PROSPERITY FARMS ROAD  
NORTH PALM BEACH, FLORIDA 33408

PURCHASING QUOTE DOCUMENTATION

Item to be purchased:		Date:
REPAIR OF STORMWATER INFRASTRUCTURE - SWALE RENOVATION		7/18/2023
BOWSPRIT / CORSAIR / DRIFTWOOD / INLET		Department:
		PUBLIC WORKS - STREETS & STORMWATER
Quote #	Vendor name, phone # & contact	Quoted Amount
1	INTEGRITY LANDSCAPE, LLC	\$32,300.00
2	PRECISION LANDSCAPE CO	\$34,850.00
3	ON GRADE EXCAVATING, LLC	\$35,000.00

Vendor

Selected: INTEGRITY LANDSCAPE, LLC

Reason BEST PRICE FOR THE SCOPE OF WORK.

Approved:   
Manager Approval

Approved:   
Department Head

**Note:** Attach quotes to this summary sheet





VILLAGE OF  
**NORTH PALM BEACH**  
Village Manager's Office

*"THE BEST PLACE TO LIVE UNDER THE SUN"*

---

**Environmental Committee Meeting**

**MINUTES**

**Anchorage Park**

**Monday, June 5, 2023  
6:00 pm**

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:03 pm.
2. Roll Call:  
Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Kendra Zellner, Shawn Woods  
Absent: Brian Bartels, Ellen Allen  
Also Present: Marc Holloway, Field Operations Manager; Jamie Mount, Assistant Director of Public Works; Darryl Aubrey, Councilmember
3. The Minutes of the May 1, 2023 regular meeting were approved.
4. Public Comments:
  - a. Richard Hawk, 737 Fairhaven Place, flooding concerns.
  - b. Rob Maxon, 729 Fairhaven Place, flooding concerns.
  - c. Stephanie Mitchell, 737 Fairhaven Place, flooding concerns.
  - d. Chris Ryder, 118 Dory Road S., swale questions.
5. Community Garden Update – None.
6. Earman River Spillway Discussion with South Florida Water Management District.
7. Fairhaven Place Cul-De-Sac Modifications by Marc Holloway and Jamie Mount.
8. Stormwater Master Plan Presentation by Hazen & Sawyer.
9. Speaker Series Event – the next event will be in September.
10. July Newsletter Article Content: Electric Lawn Equipment.

11. Member Comments:
  - a. Committee will ask Zak Sherman where the extra tree giveaway trees should be planted.
  - b. Committee would like residents to stop spraying their swales with pesticides.
  - c. Kendra Zellner recommended a “bird park” for bird houses at the Community Garden.
12. Next meetings: the next meeting will be on July 10, 2023 at 6:00 pm at Anchorage Park.
13. Adjournment: the meeting adjourned at 7:06 pm.

**VILLAGE OF NORTH PALM BEACH**  
**WATERWAYS ADVISORY BOARD MEETING MINUTES**  
**June 27, 2023 5:30 PM**

**I. CALL TO ORDER – Bill Hipple**

**II. ROLL CALL – MEMBERS :**

**Bill Hipple, Chairman present**  
**Jerry Sullivan, Vice Chairman present**  
**Mark Michels, Secretary present**

**Absent:**

**Bruce Crawford, Member**  
**Ed Preti, Member**  
**Paul Bartlett, Member**  
**George Alger, Member**

**III. VILLAGE GUESTS :**

**Chuck Huff, Village Manager**  
**Zak Sherman, Director of Leisure Services**

**IV. APPROVAL OF MINUTES**

**from May– could not be approved as there were insufficient number of Board members in attendance**

**V. PUBLIC COMMENTS**

**Bob Gebbia**

**Rita Budnik and Fran Mantyh: specifically commented on the presence of the 162' yacht at 932 Shore Rd on 6/13 in violation of residency code. They also commented on the fueling warning signs adjacent to the fuel truck**

**VI. NEW BUSINESS –**

**Waterfront lots in corners (access and rights):**

**A general discussion about concerns over waterfront corner lots occurred. A non binding straw poll regarding the placement of ramp stickers seemed to conclude that sticker placement on trailers made the most sense.**

**Anchorage Park Dock fees:**

**Zak Sherman, Director of Liesure Services – indicated he was going to continue calculating operating expenses for the marina to help Board advise on the merits of dock fee increase**

**VII. OLD BUSINESS – nothing substantive to add**

**VIII. MEMBER COMMENTS**

**IX. STAFF COMMENTS**

**Meetings to be held on 4<sup>th</sup> Tues. of month. To be noticed through village**

**X. ADJOURNMENT**

***Since a quorum did not exist, no meeting was officially convened nor adjourned***

**Note: Mark Michels will be out of town if meetings are held in July and August and someone else will need to record the minutes meetings**

## VILLAGE OF NORTH PALM BEACH PARKS AND RECREATION

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: July 27, 2023

SUBJECT: **ORDINANCE 1<sup>ST</sup> Reading** – Amending Chapter 5-33 of the Village Code of Ordinances Addressing the Placement of Village Launch Ramp Stickers

---

At the recommendation of the Waterways Board and the Recreation Advisory Board, Village Staff is proposing a change to Section 5-33 of the Village Code of Ordinances relating to the placement of Village launch ramp stickers on vehicles using the boat ramp at Anchorage Park or parking with a trailer at Anchorage Park.

The current ordinance states that all vehicles must have a Village launch ramp sticker permanently affixed to the vehicle, visible from behind. However, Staff recommends an amendment to modify this requirement. The proposed revision would specify that the sticker should be permanently affixed to the driver side trailer tongue (see attached photo). This adjustment aims to provide boat owners with greater flexibility while still ensuring proper identification and compliance with Village regulations.

The revised section of the ordinance would read as follows:

"All vehicles using the boat ramps of Anchorage Park or parking with a trailer at Anchorage Park must have a village launch ramp sticker permanently affixed to the driver side trailer tongue."

Implementing this change simplifies the process for individuals and offers multiple benefits. First, by placing the sticker on the driver side trailer tongue instead of the rear of the vehicle, individuals are relieved from the task of finding an appropriate spot on their vehicle, eliminating the need to consider factors like vehicle design, surface material, or potential damage to the vehicle's exterior, thereby simplifying the process and saving time. Second, the standardized placement promotes uniformity and consistency in display as each sticker will be in the same spot, ensuring a standardized approach across all vehicles. Third, this placement improves visibility for enforcement purposes, facilitating quick verification, and minimizing disputes related to sticker placement. Finally, this change improves the longevity of the sticker through secure attachment, reducing the chances of accidental removal or tampering during transportation or the use of the boat ramp. Overall, this modification streamlines the process, protects vehicles, enhances visibility, promotes consistency, and ensures the durability of the Village launch ramp stickers.

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

There is no fiscal impact.

**Recommendation:**

**Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending Section 5-33 of the Village Code of Ordinances to modify the location of the launch ranch sticker from the rear of the vehicle to the driver side trailer tongue in accordance with Village policies and procedures.**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, "BOAT LAUNCHING AREA," OF CHAPTER 5, "BOATS, DOCKS AND WATERWAYS," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 5-33 TO MODIFY THE REQUIRED LOCATION FOR ANCHORAGE PARK LAUNCH RAMP STICKERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Waterways Board and the Recreation Advisory Board recommended revising Section 5-33 of the Village Code to modify the required location of launch ramp stickers for vehicles and trailers utilizing the Anchorage Park boat ramp; and

WHEREAS, the Code currently requires that the launch ramp sticker be permanently affixed to the vehicle, visible from behind, and the advisory boards and Village Staff are recommending that the stickers be affixed to the trailer tongue for, among other reasons, uniformity, enforcement, and visibility; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best interests 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 recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby amends Article II, “Boat Launching Area,” of Chapter 5, “Boats, Docks and Waterways,” of the Village Code of Ordinances by amending Section 5-33 as follows (additional language underlined and deleted language stricken through):

**Sec. 5-33. Designated; use restricted.**

No person shall bring into, launch or operate any vessel (as defined in F.S. § 327.02) upon any park property, including designated swimming areas, except as such places as are or may be designated for such use or purposes by the North Palm Beach Village Council. Such operation or use shall be in accordance with such rules and regulations as are now or may hereafter be adopted by the village council. All vehicles using the boat ramps of Anchorage Park or parking with a trailer at Anchorage Park must have a village launch ramp sticker permanently affixed to the vehicle, visible from behind the vehicle driver side trailer tongue.

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

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

5 Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in  
6 conflict herewith are hereby repealed to the extent of such conflict.  
7

8 Section 6. This Ordinance shall take effect immediately upon adoption and shall be enforced  
9 as of October 1, 2023.  
10

11 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.  
12

13 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
14 2023.  
15

16  
17  
18 (Village Seal)

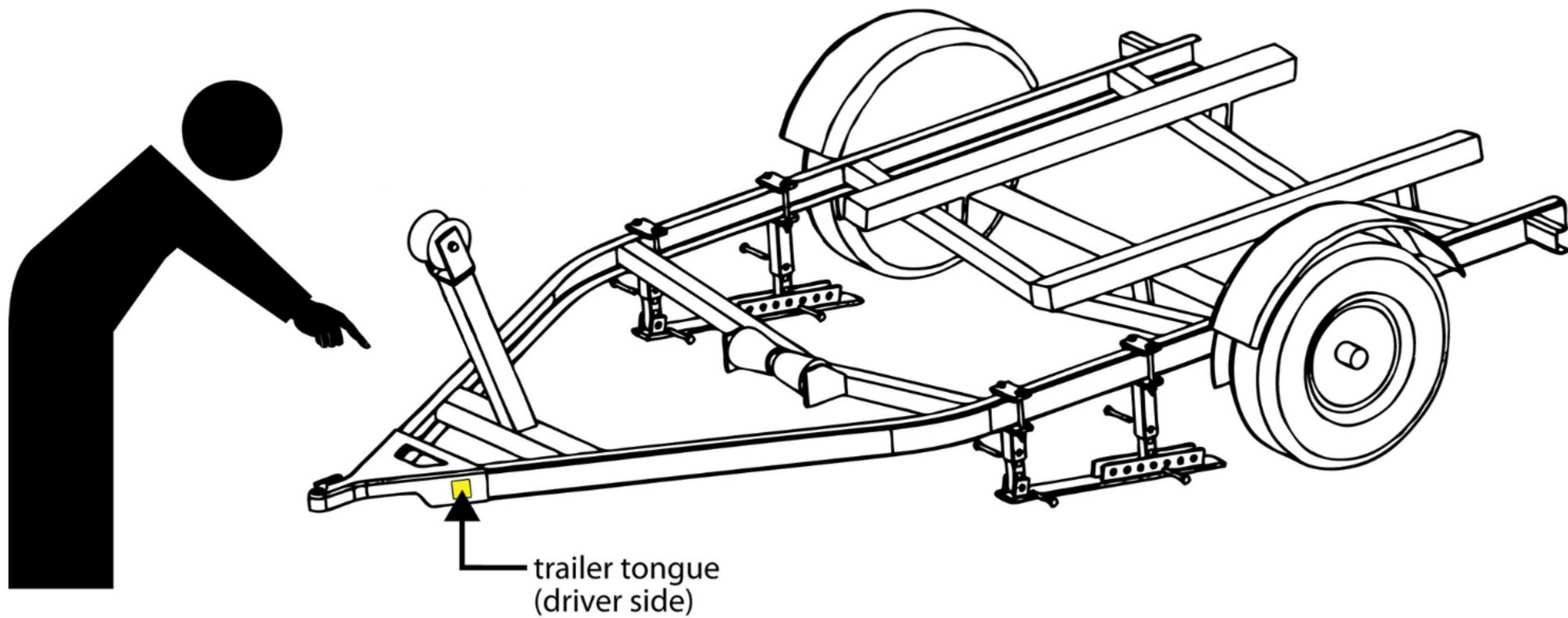
\_\_\_\_\_  
MAYOR

19  
20 ATTEST:  
21

22 \_\_\_\_\_  
23 VILLAGE CLERK  
24

25  
26 APPROVED AS TO FORM AND  
27 LEGAL SUFFICIENCY:  
28

29 \_\_\_\_\_  
30 VILLAGE ATTORNEY





## VILLAGE OF NORTH PALM BEACH PARKS AND RECREATION

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, General Manager

DATE: July 27, 2023

SUBJECT: **ORDINANCE** – 1<sup>st</sup> Reading – Country Club Budget Amendment for Tennis Court Lighting & Fence System

---

Village Staff is requesting Council consideration and adoption of an Ordinance amending the Country Club Budget to provide funding to conduct emergency replacement of the tennis court lighting and court fencing system that is twenty-five (25) plus years old and structurally failing.

### Background:

NPBCC Tennis Center features ten (10) lighted HarTru (clay) tennis courts. These ten courts are in five bays of two courts each facing north south. Currently, the lighting schematic for these ten courts consists of twenty (20) concrete poles on the perimeter and eleven (11) aluminum poles located down the middle of the bays. Several of the light box fixtures were loose and have required installation of temporary brackets to secure for safety. All of the aluminum light poles are rusting and the concrete poles, built in 1970, are compromised due to internal corrosion. Fencing is structurally obsolete with main support posts rusted throughout causing the top and bottom rails to sag which results in rails and mesh encroaching on the court surface, which has a negative effect on drainage. Staff has had several vendors out to inspect both the lighting and fencing, and all have recommended replacement due to the age and failure of both the aluminum, mesh, and cement structures.

This emergency replacement will create a safer work and play environment, while also reducing the energy consumed, resulting in lower utility costs and vastly improving the quality of light.

### Lighting Proposal:

Musco Sports Lighting, LLC has presented a proposal to remove the old pole lighting system and install a new turnkey Light Structure System™ with Total Light Control – TLC for LED™ technology. The current lighting system at the Tennis Center consists of old Metal Halide/HID lights, which require a ballast and a lengthy warm-up period to achieve full brightness, unlike the “instant-on” capabilities of LED technology. This innovative solution is highly regarded for retrofit installations across a range of venues, including multi-purpose fields, basketball courts, tennis facilities, and stadiums. The thirty-one (31) poles will be removed and replaced with twelve (12) galvanized steel poles with guaranteed light levels of 50 Footcandles, which will achieve the necessary lighting levels in accordance with the USTA (United States Tennis Association) standards. It is worth noting that Musco's lights also come with a 25-year warranty.

The widespread adoption of Musco lighting by other local municipalities, counties, and institutions further strengthens Staff's confidence in its products. Florida Atlantic University (FAU), the City of Palm Beach

Gardens, Palm Beach County, the Town of Jupiter, the City of Boca Raton, and the City of Delray Beach are just a few examples of entities that have embraced Musco lighting solutions.

#### Pricing:

The proposal from Musco Sports Lighting, LLC is pursuant to pricing established in an existing contract with Sourcewell (Contract No. 041123-MSL), expiring June 16, 2027. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. A secondary quote was obtained from a qualified vendor to verify "fair market value" as required by the Village's purchasing policies and procedures. Despite the lower cost provided by the secondary quote, Staff recommends selecting the higher quote based on reference checks.

As part of the decision-making process, Staff looked into the experiences of other entities that have utilized the other lighting company. Unfortunately, the feedback was less than favorable. One city encountered electrical issues following the company's work, and instead of taking responsibility, the company attempted to shift the blame onto the city. This lack of accountability raises concerns about the company's professionalism and reliability.

Moreover, reports from other cities highlighted issues with glare and disruptive lighting from the other company's LED field lights. Players and surrounding communities were affected by the excessive glare, indicating potential shortcomings in the company's quality control. In addition, their lights were observed to turn on and off independently throughout the day and night due to the absence of contactors. This lack of control undermines the functionality and reliability of the lighting system.

Lastly, the other company offers a 10-year warranty on their equipment. While this might seem reasonable, it raises questions about the long-term reliability and support that they can provide compared to Musco Lighting, which offers a 25-year warranty.

Considering all these factors, Staff believes that Musco Lighting is clearly the superior choice for the Village's lighting needs at the NPBCC Tennis Center. The company's extensive experience, innovative TLC technology, widespread adoption by other municipalities, existing compatibility with existing infrastructure, and reputation for excellence make Musco the ideal partner for this project. With Musco Lighting, the Village can provide our community with reliable, efficient, and high-quality lighting that enhances safety and enjoyment for years to come.

#### Fencing Proposal:

Village Staff obtained a proposal to remove, dispose and replace the chain-link fence, support posts and railings with new 10' black chain link fence, posts, and railings at a cost not to exceed \$150,000. In lieu of the job coming in less, those monies would be allocated back to the special projects fund.

#### Funding:

Staff is seeking to utilize funds from the Village's Special Project Fund to purchase and install a new tennis lighting system in accordance with Village policies and procedures. Because the transfer of funds increases the Country Club budget, a budget amendment Ordinance is required:

#### **Budget Amendment:**

<b>Fund</b>	<b>Account</b>	<b>Description</b>	<b>Use</b>	<b>Source</b>
Country Club	L3900-09169	Transfer from Special Projects Fund		\$800,000
Country Club	L8050-66210	Construction & Major Renovation	\$800,000	

<b>Total</b>			<b>\$800,000</b>	<b>\$800,000</b>
--------------	--	--	------------------	------------------

The attached Ordinance has been prepared and reviewed for legal sufficiency by the Village Attorney. The Resolution and Contract approving the purchase from Musco Sports Lighting, LLC will be coming to Village Council for approval with the 2<sup>nd</sup> Reading of this Ordinance.

**Recommendation:**

**Village Staff requests Council consideration and adoption on first reading of the attached Ordinance approving an amendment to the Country Club Budget to transfer \$800,000 from the Special Projects Fund to the Country Club Construction and Major Renovation Fund and authorizing the Mayor and Village Clerk to execute the required budget amendment to fund the replacement of the tennis court lighting and fencing in accordance with Village policies and procedures.**

**ORDINANCE NO. 2023-\_\_\_\_\_**

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 TRANSFER \$800,000 FROM THE SPECIAL PROJECTS FUND TO THE COUNTRY CLUB CONSTRUCTION AND MAJOR RENOVATION ACCOUNT TO FUND THE REPLACEMENT OF THE TENNIS COURT LIGHTING AND FENCING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff has requested the emergency replacement of the tennis court lighting and the court fencing at the North Palm Beach Country Club utilizing funds from the Special Projects Fund; and

WHEREAS, because this amendment increases the total amount of the Country Club budget, this transfer must be accomplished by ordinance as required by Section 166.241, Florida Statutes; and

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

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

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

Section 2. The Village Council hereby amends the adopted Village of North Palm Beach Country Club budget for Fiscal Year 2023 as follows:

**Budget Amendment:**

Fund	Account	Description	Use	Source
Country Club	L3900-09169	Transfer from Special Projects Fund		\$800,000
Country Club	L8050-66210	Construction & Major Renovation	\$800,000	
Total			\$800,000	\$800,000

Section 3. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

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

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

1 Section 6. This Ordinance shall be effective immediately upon adoption.

2  
3 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

4  
5 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF  
6 \_\_\_\_\_, 2023.

7  
8  
9 (Village Seal)

\_\_\_\_\_  
MAYOR

10  
11  
12  
13 ATTEST:

14  
15 \_\_\_\_\_  
16 VILLAGE CLERK

17  
18 APPROVED AS TO FORM AND  
19 LEGAL SUFFICIENCY:

20  
21 \_\_\_\_\_  
22 VILLAGE ATTORNEY

## Quote

Date: July 13th, 2023  
To: Village of North Palm Beach

Project: Village of North Palm Beach Tennis  
North Palm Beach, FL

Sourcewell  
Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL

### Quotation Price – Materials Delivered to Job Site and Installation

**Tennis Courts – (5) Sets of 2 Courts ..... \$650,000.00**

**Sales tax, bonding, and permitting fees are not included.**

*Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

### Light-Structure System™ with Total Light Control – TLC for LED™ technology

#### Guaranteed Lighting Performance

- Guaranteed light levels of 50 Footcandles and uniformity of 2.0:1.0

#### System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Enhanced corrosion protection

#### Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

#### Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

### Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Taylor Knoot  
Fax: 800-374-6402  
Email: musco.contracts@musco.com

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL



## Quote

### ***Delivery Timing***

8-10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### ***Notes***

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 240 Volt, 1 phase electrical system requirement.
- Structural code and wind speed = 2020 FBC, 170 mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Owner is responsible for any permitting costs.
- Existing poles located in the center of the tennis courts will be removed and chipped down 6" below grade.
- Owner to provide location for a container for parts and materials needed onsite during installation.
- Once material is delivered, Musco subcontractor Davco Electric will need complete access to site including poles, storage, and complete access of site.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Sales Representative  
Musco Sports Lighting, LLC  
Phone: 954-629-8446  
E-mail: [tim.imhoff@musco.com](mailto:tim.imhoff@musco.com)



# Scope of Work: Light-Structure System™ - Turnkey

## Village of North Palm Beach Tennis North Palm Beach, Florida Turnkey Scope of Work

### Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

### Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

### Subcontractor Responsibilities

#### General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.





## Scope of Work: Light-Structure System™ - Turnkey

10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

### **Demolition:**

1. Remove and dispose of the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolish existing foundations to 2 ft (0.6 m) below grade. Center tennis court poles to 6" below grade.
3. Leave existing power feed in place for connection to new pole locations.

### **Foundations, Poles, and Luminaires:**

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 12 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils and dispose of off site.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 12 dressed LSS Poles and aim utilizing the pole alignment beam.

### **Electrical:**

1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

### **Control-Link Control and Monitoring:**

1. Provide labor, equipment, and materials to install (1) Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



## CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
  - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
  - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
  - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
  - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
  - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
  - f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
  - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
  - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.



## Scope of Work: Light-Structure System™ - Turnkey

- i. Jobsite shall be policed daily for compliance to the above conditions.
  - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
  - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
  - c. Verify that components have been assembled per Musco installation instructions.
  - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
  - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
  - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
  - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



**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: July 27, 2023

SUBJECT: **ORDINANCE 1st Reading** – Amendment to the Regulations Governing Peddlers and Solicitors set forth in Chapter 17 of the Village Code of Ordinances

---

The Village received correspondence from a law firm representing a pest control company that utilizes door-to-door solicitation as a means of procuring new customers. This firm asserted that certain portions of the Village's regulations governing peddlers and solicitors are invalid and unconstitutional, specifically, the fee charged to solicitors, the hours during which solicitation and peddling are permitted, and the enforcement of restrictions implemented by homeowner's associations or condominium associations. Having completed such review, this office is recommending the following revisions to the Village Code:

**1. Fee Charged to Solicitors**

Currently, Section 17-33 requires that persons engaged in peddling and soliciting pay a business tax of \$346.50 per year and an additional fee of \$115.50 per peddler and solicitor. Because peddlers and solicitors are engaged in protected activity, the Village may only impose such fees as are necessary to defray administrative expenses. Furthermore, the Village generally may not collect a business tax against an entity that does not have a permanent office or location within the Village. Consequently, the proposed Ordinance removes the \$346.50 annual business tax, leaving only the \$115.50 charge per peddler or solicitor to cover the costs of conducting the background check and issuing the required permit.

**2. Hours for Solicitation and Peddling**

Section 17-88 of the Village Code currently restricts peddling and solicitation activities to between the hours of 10:00 a.m. and 4:00 p.m. There are several cases holding that the imposition of a curfew during daylight hours is an unconstitutional restriction on commercial speech. While the Village enacted its current regulations "to guard against unscrupulous business practices and potential criminal activity and protect the peace and tranquility of persons within their homes," the Village may only impose restrictions "necessary to advance substantial government interests." The courts have held that curfews during daylight hours fail to advance such interests. Based on the foregoing, the proposed Ordinance extends the permissible time for a person holding a permit to engage in peddling and soliciting activities to between the hours of 9:00 a.m. and dusk, Monday through Saturday.

**3. Enforcement of Association Regulations**

Finally, the law firm challenged the Village's enforcement of no solicitation rules imposed by homeowner associations and condominium associations, arguing that the Village's enforcement of these rules violates the individual homeowner's rights to receive information from its client. While the case law is not

as clear on the issue raised by the law firm, under Florida law, the Village lacks the ability to enforce rules and covenants imposed by such associations because they are private contractual rights between the association and the property owners. However, if streets are privately owned by an association or otherwise, these streets are private property and an association, like any other property owner, may post a no soliciting or no peddling sign at the entrance to the street. To that end, the proposed Ordinance amends the last sentence of Section 17-90 of the Village Code to read as follows: "Where streets are privately owned, the owner may post a clearly legible sign at each entrance to the privately owned street indicating that peddling or soliciting is prohibited."

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

There is no fiscal impact.

**Recommendation:**

**Village Administration requests Council consideration and approval on first reading of the attached Ordinance amending the fees and regulations applicable to peddlers and solicitors as set forth in Chapter 17 of the Village Code of Ordinances in accordance with Village policies and procedures.**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5

WHEREAS, the Village Council wishes to revise its regulations governing the regulation of peddlers and solicitors to comply with current legal requirements applicable to such activities, namely, removal of the requirement for payment of a business tax; extension of the hours during which such activities are permitted; and remove Village enforcement of association rules prohibiting such activities; and

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

Section 2. The Village Council hereby amends Article II, “Local Business Tax,” of Chapter 17, “Licenses and Miscellaneous Business Regulations,” of the Village Code of Ordinances by amending Section 17-33 to read as follows (deleted language ~~stricken through~~):

The amount which shall be paid by the several firms, persons or associations engaging in or managing businesses, professions, or occupations for which a receipt is required is hereby fixed as follows:

\* \* \*

\* \* \*

Page 1 of 6

\* \* \*

Solicitor/canvasser each:

~~Per year . . . . . \$346.50~~

Each solicitor/canvasser . . . \$115.50

Section 3. The Village Council hereby amends Article VIII, “Peddlers and Solicitors,” of Chapter 17, “Licenses and Miscellaneous Business Regulations,” of the Village Code of Ordinances to read as follows (additional language is underlined and deleted language ~~stricken through~~):

## ARTICLE VIII. PEDDLERS AND SOLICITORS

### Sec. 17-81. Purpose.

The purpose of this article is to protect the citizens of the village and their property by adequately investigating the character and responsibility of itinerant merchants and peddlers traveling from house to house soliciting services and goods and to preserve peace and tranquility for village residents.

### Sec. 17-82. Definitions.

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

*Peddler* shall mean any itinerant or traveling vendor or trader who carries goods, merchandise or personal property with him and travels about the village for the purpose of selling same to purchasers at their homes or in public places within the village. This definition shall not include vendors who sell their goods from a fixed place of business within the village.

*Solicitor* shall mean any individual, whether a resident of the village or not, traveling by foot, motor vehicle or other conveyance from place to place or house to house in taking or attempting to take orders for the sale of goods, merchandise, personal property of any kind or nature for future delivery, or for services either furnished or to be furnished in the future, whether or not any advance payment for such sales or service is being collected.

As used in this article, the terms peddler and solicitor shall not include:  
(1) individuals engaged in the sale of goods or services who meet with village residents by appointment at the request of the resident; or (2) residents under the age of sixteen (16) selling cookies, candy, lemonade or similar items.

1       **Sec. 17-83. Permit required.**  
2

3               It shall be unlawful for any peddler or solicitor to engage in such business or  
4 activity within the corporate limits of the village without first obtaining a permit  
5 pursuant to this article.  
6

7       **Sec. 17-84. Application for permit or license.**  
8

9               (a)     Applicants for issuance of a permit pursuant to this article must file  
10 with the community development director a sworn application in writing, which shall  
11 be accompanied by the application fee established by the village council. The  
12 application shall, at a minimum, include the following information:  
13

- 14               (1)     Applicant's name, permanent address and local address (if different);
- 15               (2)     Applicant's age, sex, height, weight and other identifying  
16 characteristics;
- 17               (3)     Brief description of the nature of the business and the goods or services  
18 to be sold;
- 19               (4)     Name and address of the applicant's principal or employer  
20 organization, together with credentials establishing the relationship  
21 between the applicant and the applicant's principal or employer;
- 22               (5)     Length of time desired for conducting business (not to exceed one  
23 year);
- 24               (6)     Place where the goods or merchandise involved are produced, stored or  
25 located, and proposed method of delivery;
- 26               (7)     A current photographic likeness of the applicant sufficient to establish  
27 identification;
- 28               (8)     The license tag number and description of any vehicle to be used by the  
29 applicant;
- 30               (9)     Whether the applicant has been convicted of a crime and if so, the  
31 nature of the crime;
- 32               (10)    Written authorization for the village to conduct a background check;  
33 and
- 34               (11)    Written statement that the applicant will observe and comply with the  
35 provisions of this article.  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46



1 (b) An applicant who has been adjudicated guilty or pled nolo contendere  
2 to any of the following offenses shall be prohibited from peddling or soliciting within  
3 the village:  
4

5 (1) Any felony involving violence, regardless of the time elapsed;  
6

7 (2) Any crime against children, regardless of the time elapsed;  
8

9 (3) Any drug offense regarding possession with intent to distribute,  
10 regardless of the time elapsed;  
11

12 (4) Any felony conviction within the prior seven (7) years; and  
13

14 (5) Any conviction involving moral turpitude within prior seven (7) years.  
15

16 **Sec. 17-85. Granting or rejecting application.**  
17

18 The community development director shall consider each application for a  
19 permit filed pursuant to this article and with the consent of the village manager shall  
20 either grant or reject such application and give prompt notice of such action to the  
21 applicant.  
22

23 **Sec. 17-86. Permit not transferable.**  
24

25 Permits issued pursuant to this article shall not authorize any person or persons,  
26 except the persons named in the permit, to engage in any peddling or solicitation.  
27 Permits are not transferable.  
28

29 **Sec. 17-87. Display of permit.**  
30

31 Every person issued a permit pursuant to this article shall carry the permit on  
32 his or her person and shall produce same at the request of any village law enforcement  
33 or code compliance officer or any person to whom he or she is exhibiting his or her  
34 goods or selling or attempting to sell goods or services.  
35

36 **Sec. 17-88. Limitation on hours for peddling or solicitation.**  
37

38 No person holding a permit issued pursuant to this article shall engage in any  
39 solicitation or peddling on Sundays and shall only engage in such activities within the  
40 hours of ~~10:00~~ 9:00 a.m. and ~~4:00 p.m.~~ dusk the remainder of week (except by  
41 appointment or invitation of the person or occupant of a residence), unless specific  
42 authorization to the contrary is first obtained from the community development  
43 director  
44  
45

1       **Sec. 17-89. Prohibited practices.**

2  
3           It shall be unlawful for any peddler to carry on his or her business by selling  
4 his wares by crying them out, blowing a horn, ringing a bell or using any loud or  
5 unusual noise or to offer them for sale to the public in any of the public streets, alleys  
6 or places within the corporate limits of the village.  
7

8       **Sec. 17-90. Notice by property owners.**

9  
10           It shall be unlawful for any person holding a permit issued pursuant to this  
11 article to approach the private residence of any person within the village which has  
12 been posted by a legible sign at or near the front entrance with words similar to "No  
13 Peddling" or "No Soliciting" or to remain on the premises of any residence within the  
14 village after having been requested to leave by the occupant. ~~Where a homeowner's or~~  
15 ~~condominium association's regulations prohibit peddling or soliciting streets are~~  
16 ~~privately owned, the association owner may post a clearly legible sign at each entrance~~  
17 ~~or to the privately owned street entering the property or neighborhood indicating that~~  
18 ~~peddling or soliciting is prohibited.~~  
19

20       **Sec. 17-91. Age restrictions.**

21  
22           (a)     It shall be unlawful for any person under the age of fourteen (14) to  
23 engage in peddling or solicitation.  
24

25           (b)     It shall be unlawful for any person under the age of eighteen (18) to  
26 engage in peddling or solicitation without direct supervision by a person at least  
27 eighteen (18) years of age. Direct supervision means that the supervising adult shall at  
28 all times have the minor in sight and shall in no event be more than one hundred (100)  
29 feet away.  
30

31       **Sec. 17-92. Revocation of permit.**

32  
33           If a permit holder fails to comply with the provisions of this article or the  
34 community development director subsequently determines that information set forth  
35 in the application was false or misleading, the community development director with  
36 the consent of the village manager may revoke the permit and give prompt notice of  
37 such action to the permit holder.  
38

39       **Sec. 17-93. Appeal.**

40  
41           Any person aggrieved by the action of the community development director or  
42 village manager in the denial or revocation of a permit as provided by this article shall  
43 have the right to appeal to the village council by filing written notice thereof with the  
44 village clerk within fourteen (14) days of such denial or revocation and setting forth  
45 the grounds for the appeal. The council shall set a time and place for hearing on such

1 appeal and shall so notify the applicant, by mail, not less than five (5) days prior to  
2 such scheduled hearing.

3  
4 **Sec. 17-94. Enforcement.**

5  
6 The provisions of this section shall be enforced in accordance with section 1-  
7 8 of this code.

8  
9 Section 4. The provisions of this Ordinance shall become and be made a part of the Code of the  
10 Village of North Palm Beach.

11  
12 Section 5. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for  
13 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such  
14 holding shall not affect the remainder of this Ordinance.

15  
16 Section 6. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in conflict  
17 herewith are hereby repealed to the extent of such conflict.

18  
19 Section 7. This Ordinance shall take effect immediately upon adoption.

20  
21 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

22  
23 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
24 2023.

25  
26  
27  
28 (Village Seal)

\_\_\_\_\_  
MAYOR

29  
30 ATTEST:

31  
32 \_\_\_\_\_  
33 VILLAGE CLERK

34  
35  
36 APPROVED AS TO FORM AND  
37 LEGAL SUFFICIENCY:

38  
39 \_\_\_\_\_  
40 VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH  
FINANCE DEPARTMENT**

---

TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Samia Janjua, Director of Finance  
DATE: July 27, 2023  
SUBJECT: **RESOLUTION – Establishing a Tentative Millage Rate for FY 2023-2024 & setting the 1<sup>st</sup> Public Hearing**

---

Pursuant to Section 200.065(2)(b), Florida Statutes, the Village must advise the County Property Appraiser of its “tentative” millage rate and the date, time, and place of its first September millage and budget hearing. The Administration is recommending a tentative millage rate of **7.0000** mills (*this is the current millage rate*). The Village has no outstanding general obligation bond debt; therefore, the combined total millage rate of the Village would equal **7.0000** mills. ***The tentative millage rate is 13.13% above the “rolled-back” rate of 6.1876 mils.***

The tentative millage rate that is being considered for approval at tonight’s meeting establishes the **maximum** millage rate the Village may consider and approve at its September public hearings (without additional notice being provided to each taxpayer). The rate may always be reduced.

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

**Recommendation:**

**Village Staff recommends Council consideration and approval of the attached Resolution establishing a “tentative” operating millage rate of 7.0000 and a debt service millage rate of 0.0000 respectively (for a total millage rate of 7.0000) and setting the first Public Hearing on the tentative budget and proposed millage rate for Thursday, September 14, 2023 at 7:00 P.M.**

## RESOLUTION 2023-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 7.0000 MILS FOR FISCAL YEAR 2024; ESTABLISHING A DATE, TIME, AND PLACE FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065(2)(b), Florida Statutes, the Village Council is required to advise the Palm Beach County Property Appraiser of its proposed millage rate, its rolled back rate, and the date, time, and place of the first public hearing to consider the proposed millage rate and tentative budget.

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

Section 1. The Village Council hereby adopts a tentative millage rate of 7.0000 for General Operating Budget purposes and a tentative millage rate of 0.0000 for Debt Service, for a total combined millage rate of 7.0000 mils for Fiscal Year 2024. The tentative millage rate is 13.13% above the rolled back rate of 6.1876 mils.

Section 2. The Village Council hereby establishes Thursday, September 14, 2023 at 7:00 p.m. as the date and time of the first hearing on the tentative budget and proposed millage rate. The public hearing shall be held at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida, 33408.

Section 3. The Village Manager is hereby authorized and directed to submit forms DR-420 (Certification of Taxable Value) and DR-420 MM-P (Municipality Maximum Millage Levy Calculation) to the Palm Beach County Property Appraiser's Office.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



Reset Form

Print Form

# MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts


DR-420MM-P

R. 5/12

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year: <b>2023</b>		County: PALM BEACH	
Principal Authority : North Palm Beach		Taxing Authority: North Palm Beach	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (1)
<b>IF YES,</b>  <b>STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.</b>			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	6.1876	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from <b>2022</b> Form DR-420MM, Line 13	7.0148	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	7.0000	per \$1,000 (4)
<b>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</b>			
<b>Adjust rolled-back rate based on prior year majority-vote maximum millage rate</b>			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 2,953,009,292	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 20,714,770	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 20,714,770	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 3,340,734,476	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	6.2007	per \$1,000 (10)
<b>Calculate maximum millage levy</b>			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	6.2007	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	<b>1.0284</b>	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	6.3768	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	7.0145	per \$1,000 (14)
15.	Current year proposed millage rate	7.0000	per \$1,000 (15)
16.	<b>Minimum vote required to levy proposed millage:</b> (Check one)		
<input type="checkbox"/>	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <b>Enter Line 13 on Line 17.</b>		
<input checked="" type="checkbox"/>	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <b>Enter Line 15 on Line 17.</b>		
<input type="checkbox"/>	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <b>Enter Line 15 on Line 17.</b>		
<input type="checkbox"/>	d. Referendum: The maximum millage rate is equal to the proposed rate. <b>Enter Line 15 on Line 17.</b>		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	7.0000	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 3,375,264,084	(18)

Continued on page 2

Taxing Authority : North Palm Beach		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 23,626,849	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 23,626,849	(20)
<b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>		<b>STOP HERE. SIGN AND SUBMIT.</b>	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 23,626,849	(22)
<b>Total Maximum Taxes</b>			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 23,626,849	(24)
<b>Total Maximum Versus Total Taxes Levied</b>			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
SIGN HERE	<b>Taxing Authority Certification</b>		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : CHARLES HUFF, VILLAGE MANAGER	Contact Name and Contact Title : SAMIA JANJUA, FINANCE DIRECTOR	
	Mailing Address : 501 US HIGHWAY ONE	Physical Address : 501 US HIGHWAY ONE	
	City, State, Zip : NORTH PALM BEACH, FLORIDA 33408	Phone Number : 5618413360	Fax Number : 5612588025

**Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.**

**MAXIMUM MILLAGE LEVY CALCULATION  
PRELIMINARY DISCLOSURE  
INSTRUCTIONS**

DR-420MM-P  
R. 5/12  
Page 3

**General Instructions**

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2023 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

**Line Instructions**

**Lines 5-10**

Only taxing authorities that levied a 2022 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

**Line 12**

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

**Lines 13 and 14**

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

**Line 16**

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

**Line 17**

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.





# CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12


Year : 2023	County : PALM BEACH
Principal Authority : North Palm Beach	Taxing Authority : North Palm Beach

## SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	3,321,307,151	(1)
2.	Current year taxable value of personal property for operating purposes	\$	53,956,933	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	3,375,264,084	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	34,529,608	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	3,340,734,476	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	2,953,009,292	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Number 0	(9)
SIGN HERE	<b>Property Appraiser Certification</b>		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/27/2023 9:31 AM	

## SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	7.0000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	20,671,065	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	20,671,065	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	3,340,734,476	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	6.1876	per \$1000	(16)
17.	Current year proposed operating millage rate	7.0000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	23,626,849	(18)

19.	TYPE of principal authority (check one)		<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
			<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)		<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
			<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)
<b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>				<b>STOP HERE - SIGN AND SUBMIT</b>	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 20,671,065	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			6.1876 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 20,884,784	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 23,626,849	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			7.0000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			13.13 %	(27)
<b>First public budget hearing</b>		Date : 9/14/2023	Time : 7:00 PM EST	Place : Village Hall, 501 US Highway One, North Palm Beach, FL 33408	
<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title : CHARLES HUFF, VILLAGE MANAGER		Contact Name and Contact Title : SAMIA JANJUA, FINANCE DIRECTOR		
	Mailing Address : 501 US HIGHWAY ONE		Physical Address : 501 US HIGHWAY ONE		
	City, State, Zip : NORTH PALM BEACH, FLORIDA 33408		Phone Number : 5618413360		Fax Number : 5612588025

# CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

## Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

### Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

### Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

## Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

### Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

### Line 24

Include only those levies derived from millage rates.

**VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: July 27, 2023

SUBJECT: **RESOLUTION** – Appointment of Kevin M. Wagner as Alternate Code Enforcement Special Magistrate

---

In 2010, the Village Council adopted Ordinance No 2010-09, providing for the appointment of one or more Code Enforcement Special Magistrates to conduct code enforcement proceedings in accordance with Chapter 162, Florida Statutes, and Article VI, Chapter 2 of the Village Code of Ordinances. Through the adoption of Resolution No. 2010-56 on September 22, 2010, the Village Council appointed Thomas J. Baird as Special Magistrate and David W. Schmidt as Alternate Special Magistrate. Mr. Schmidt subsequently resigned his position, and through adoption of Resolution No. 2011-37 on September 22, 2011, the Village Council appointed B. Douglas MacGibbon to serve as the Alternate Special Magistrate.

Last year, the Village Council received a request from Mr. Baird to increase his hourly rate to \$300.00 per hour. Mr. MacGibbon's hourly rate was \$175.00 per hour. Because the Village was extremely satisfied with the services of both Mr. Baird and Mr. MacGibbon, Village Staff recommended that the Village Council appoint Mr. MacGibbon to serve as the Special Magistrate. Through Resolution No. 2022-99 on November 14, 2022, the Village Council appointed B. Douglas MacGibbon as the Village's Code Enforcement Special Magistrate. This resulted in a vacancy in the Alternate Special Magistrate position. Mr. Baird declined to serve as Alternate Special Magistrate due to a recurrent conflict with a meeting in the Town of Lake Park, where he services as Town Attorney.

Village Staff is recommending that Kevin M. Wagner be appointed the Alternate Special Magistrate. Mr. Wagner has presided over municipal code enforcement hearings for over twenty (20) years. He serves as a Special Magistrate for the Cities of West Palm Beach, Palm Beach Gardens, and Delray Beach and the Villages of Tequesta and Golf. A copy of his resume is attached.

Mr. Wagner has agreed to perform Special Magistrate services an hourly rate of \$175.00. There is no fiscal impact because Mr. Wagner will only be required to serve as Magistrate if there are any conflicts with Mr. MacGibbon. They each charge the same hourly rate.

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

**Recommendation:**

**Village Staff requests Village Council consideration and approval of the attached Resolution appointing Kevin M. Wagner as the Alternate Code Enforcement Special Magistrate in accordance with Village policies and procedures.**

## RESOLUTION 2023-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPOINTING KEVIN M. WAGNER AS THE VILLAGE'S ALTERNATE CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2022-99 on November 14, 2022, the Village Council appointed B. Douglas MacGibbon as Code Enforcement Special Magistrate, thereby creating a vacancy in the position of Alternate Code Enforcement Special Magistrate; and

WHEREAS, Village Staff recommended the appointment of Kevin M. Wagner to serve as Alternate Code Enforcement Special Magistrate; and

WHEREAS, the Village Council wishes to appoint Kevin M. Wagner as the Village's Alternate Code Enforcement Special Magistrate and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby appoints Kevin M. Wagner to serve as the Village's Alternate Code Enforcement Special Magistrate.

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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## Kevin Michael Wagner

Attorney at Law  
Professor  
8129 Bautista Way  
Palm Beach Gardens, FL 33418

TEL +1-561-252-1794  
FAX +1-561-297-2997  
EMAIL [wagnerkj@comcast.net](mailto:wagnerkj@comcast.net)

---

### EDUCATION

- Ph.D. University of Florida, American Politics, Political Behavior, and Research Methodology of Political Science, 2005
- M.A. University of Florida, American Politics, 2002
- J.D. University of Florida, 1996
- Certification Russian Academy of Sciences, Russian Language, 1993
- B.A. Florida State University, International Relations, 1993

### PROFESSIONAL EXPERIENCE

- *Special Magistrate* City of West Palm Beach; City of Palm Beach Gardens;  
*Independent Contractor* City of Boca Raton; The Village of Tequesta,  
As Needed The Village of Golf; City of Delray Beach  
2000-Present
- *Code Board Counsel* City of South Palm Beach, FL.  
2011-
- *Professor* Department of Political Science, Florida Atlantic  
2017- University, Boca Raton, FL
- *Associate Professor* Department of Political Science, Florida Atlantic  
2006-2017 University, Boca Raton, FL
- *Attorney at Law* Scott, Harris, Bryan, Barra & Jorgensen, P.A. Palm Beach  
1996-2008 Gardens, FL
- *Visiting Professor* Department of Political Science, Florida Atlantic  
2004-2005 University, Boca Raton, FL
- *Instructor* Department of Political Science, University of Florida,  
2003 Gainesville, FL

- *Teaching Assistant* 2001-2003 Department of Political Science, University of Florida, Gainesville, FL
- *Research Assistant* 2000-2001 Department of Political Science, University of Florida, Gainesville, FL
- *Teaching Fellow* 1994-1996 College of Law, University of Florida, Gainesville, FL
- *Public Defender Intern* 1996 Alachua County Public Defender, Gainesville, FL
- *Judicial Law Clerk* 1995 Sixth Judicial Circuit of Florida

## PUBLICATIONS

### Sample of Refereed Journal and Law Review Articles:

- Kevin Wagner (with Jason Gainous and Trisha Grey). "Digital Information Consumption and External Political Efficacy in Latin America: Does Institutional Context Matter." *Journal of Information Technology and Politics* 14(1): 1-15 (2017).
- Kevin Wagner (with Jason Gainous and CE Ziegler). "Digital media and political opposition in authoritarian systems: Russia's 2011 and 2016 Duma elections." *Democratization* 24(1): 1-18 (2017).
- Kevin Wagner (with Jason Gainous and Trisha Grey). "Gender and the Digital Divide in Latin America." *Social Science Quarterly*: doi:10.1111/ssqu.12270 (2017).
- Kevin Wagner (with Jason Gainous and Trisha Grey). "Internet Freedom and Social Media Effects: Democracy and Citizen Attitudes in Latin America." *Online Information Review* 40: 4 (2016).
- Kevin Wagner (with Dukong Kim and Jeremy Hagler). "Stand Your Ground in Florida: The Effect of Race, Location and Weapons on Convictions." *Ralph Bunche Journal of Public Affairs* (2016) 5(1): 1-10.
- Kevin Wagner (with Jason Gainous and Jason Abbott). "Civic Disobedience: Does Internet Use Stimulate Political Unrest in East Asia?" *Journal of Information, Technology and Politics* (2015) 12(1): 219-236.

- Kevin Wagner (with Jason Gainous). "Digital Uprising: The Internet Revolution in the Middle East." *Journal of Information, Technology and Politics* (2013) 10(3): 261-275.
- Kevin Wagner (with Jason Gainous) "Bowling Online: The Internet and the New Social Capital." *The Commonwealth Review of Political Science*. Volume 1, Number 1 (2013) 4-26.
- Kevin Wagner, et. al. "State Parties 2.0." *The International Journal of Technology, Knowledge and Society* (2013) 9(1): 99-112.
- Kevin Wagner, et. al. "Traditional Cleavages or a New World: Does Online Social Networking Bridge the Political Participation Divide?" *Journal of Politics, Culture and Society*. (2013) 26(2): 145-158.
- Kevin Wagner. "Edmund Burke and Adam Smith: Understanding the Divisions in Conservative Thought." *The Political Chronicle* (2012) 21(2) 7-21.
- Kevin Wagner, "Rewriting the Guarantee Clause: How Courts Validate Political Change," *Willamette Law Review* (2010) 47(1) 47-84.
- Kevin Wagner (with Jason Gainous). "Electronic Grassroots: Does Online Campaigning Work." *Journal of Legislative Studies* (2009) 15(4) 502-520.
- Kevin Wagner (with Eric Prier). "Running Unopposed: Assessing the Impact of Term Limits on Competition in Florida and Maine." *Journal of Politics and Policy* (2009) 37(1): 101-125.

#### **Books:**

- *Tweeting to Power: Social Media Revolution in American Politics*. Oxford University Press (2014). ISBN-10: 0199965099
- *Rebooting American Politics: The Internet Revolution*. New York: Rowman and Littlefield Press (2011). ISBN-10: 1442210508.

#### **Book Chapters:**

- Kevin Wagner and Eric Prier. "Assessing The Florida Legislature." In *Government and Politics in Florida* (4<sup>th</sup> ed) edited by J. Edwin Benton, Gainesville, FL: University Press of Florida (Forthcoming 2016).
- Kevin Wagner and Jason Gainous. "Mena and the Internet: Technology and the Democratic Divide." In *Assessing Mena Political Reform, Post-Arab Spring*, edited by Brian Robert Calfano, Lonfon, UK: Lexington Books (2014).



- Kevin Wagner and Eric Prier. "The Florida Legislature." In *Government and Politics in Florida* (3<sup>rd</sup> ed., pp. 152-180) edited by J. Edwin Benton, Gainesville, FL: University Press of Florida (2008).

#### **Other Publications:**

- Kevin Wagner. "Keeping Political Science Relevant." *Florida Political Chronicle* (2014) 23(1): 5-6.
- Kevin Wagner. "City of Cincinnati v. Discovery Network: Constitutional Protections for Commercial Speech," in David L. Hudson, David A. Schultz, & John R. Vile, eds. *The Encyclopedia of the First Amendment*, 1<sup>st</sup> ed. 2008.
- Kevin Wagner. "Bush v. Gore: Law and Politics in American Elections," in David Schultz ed., *The Encyclopedia of the Supreme Court*, 1<sup>st</sup> ed. 2005.
- Kevin Wagner. "Layer Cake Federalism," in Joseph R. Marbach, Troy E. Smith, Ellis Katz, eds. *Federalism in America: An Encyclopedia*, 1<sup>st</sup> ed., 2005.
- Kevin Wagner. "Mapp v. Ohio: Applying the Exclusionary Rule to States," in David Schultz and John R. Vile, eds., *The Encyclopedia of Civil Liberties in America*, 1<sup>st</sup> ed. 2004.
- Kevin Wagner. "Adderly v. Florida: Restricting Protests on Public Property," in David Schultz and John R. Vile, eds., *The Encyclopedia of Civil Liberties in America*, 1<sup>st</sup> ed. 2004.

#### **Sample of Reported Law Cases:**

- Bedford at Lake Catherine Homeowners Ass'n v. Black, CASE NO. 4D00-3245, COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT, 798 So. 2d 744; 2001 Fla. App. LEXIS 14791, October 10, 2001.
- Seligman v. North Am. Mortg. Co., CASE NO. 4D00-1588, COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT, 781 So. 2d 1159; 2001 Fla. App. LEXIS 4028; 26 Fla. L. Weekly D 867, March 28, 2001, Opinion Filed, Released for Publication April 19, 2001.
- Rickard v. McKesson, CASE NO. 4D00-507, COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT, 774 So. 2d 838; 2000 Fla. App. LEXIS 16868; 26 Fla. L. Weekly D 45, December 27, 2000, Opinion Filed, Released for Publication January 12, 2001.
- Picker v. Robert M. Barrett, Inc., CASE NO. 4D00-954, COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT, 770 So. 2d 1274; 2000 Fla. App. LEXIS 14792; 25 Fla. L. Weekly D 2659, November 15, 2000, Opinion Filed, Released for Publication December 1, 2000.

- Delta Resources Corp. v. Board of County Comm'rs, Case No. 5D00-523, COURT OF APPEAL OF FLORIDA, FIFTH DISTRICT, 771 So. 2d 1177; 2000 Fla. App. LEXIS 14736, October 31, 2000, Decision Filed, DECISION WITHOUT PUBLISHED OPINION, Released for Publication November 17, 2000.
- Schlitt v. Currier, CASE NO. 4D98-1466 & 4D98-2510, COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT, 763 So. 2d 491; 2000 Fla. App. LEXIS 8768, July 12, 2000, Opinion Filed, Released for Publication July 28, 2000.
- One Stop 76, Inc. v. State, CASE NO. 4D99-2483, COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT, 762 So. 2d 962; 2000 Fla. App. LEXIS 6230; 25 Fla. L. Weekly D 1248, May 24, 2000, Opinion Filed, Rehearing Denied June 27, 2000. Released for Publication June 27, 2000.
- Smith v. City of West Palm Beach, CASE NO. 4D99-2378, COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT, 756 So. 2d 166; 2000 Fla. App. LEXIS 3437; 25 Fla. L. Weekly D 727, March 22, 2000, Opinion Filed, Released for Publication April 7, 2000.
- Brooks v. Watchtower Bible & Tract Soc'y, CASE NO. 97-4167, COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT, 706 So. 2d 85; 1998 Fla. App. LEXIS 1436; 23 Fla. L. Weekly D 575, February 18, 1998, Opinion Filed, Released for Publication March 6, 1998.
- Chase Manhattan Mortg. Corp. v. Scott, Royce, Harris, Bryan, Barra & Jorgensen, P.A., CASE NO. 96-1742, COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT, 694 So. 2d 827; 1997 Fla. App. LEXIS 5645; 22 Fla. L. Weekly D 1327, May 21, 1997, Opinion filed, Rehearing Denied June 18, 1997. Released for Publication June 18, 1997. Review Denied October 14, 1997, Reported at: 1997 Fla. LEXIS 1835

#### **Professional Memberships - Past and Present**

- American Political Science Association
- Midwest Political Science Association
- Southern Political Science Association
- Florida Political Science Association
- American Bar Association
- The Florida Bar
- Palm Beach County Bar Association
- Federal Bar - Southern District of Florida and District of Arizona

## VILLAGE OF NORTH PALM BEACH COUNTRY CLUB – GOLF OPERATIONS

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

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

DATE: July 27, 2023

SUBJECT: **RESOLUTION** – Approving a Contract with Action Sports Netting, Inc. in the amount of \$176,985.70 for the installation of Golf Course Netting

---

Village staff is requesting Council consideration and approval of the attached Resolution approving a Contract with Action Sports Netting, Inc. to install golf course netting at the North Palm Beach Country Club at a cost not exceed \$176,985.70.

### **Background / Project Scope:**

In the five years prior to the most recent golf course renovation/re-grassing in 2018, the golf course averaged 42,000 annual rounds of golf. Today, the course averages 57,000 rounds of golf. Furthermore, range revenue has increased by 70% resulting in many more golf balls being hit at the range and more balls ending up in the 10<sup>th</sup> fairway. Right-handed golfers make up 80% of all golfers, and they typically miss most of their shots to the right (which would be the 10<sup>th</sup> fairway).

Village staff fully understands that a net cannot and will not guarantee the stoppage of 100% of the golf balls that veer to the 10<sup>th</sup> fairway; however, the installation of netting should stop the vast majority of the golf balls and create a safer environment for the golf course patrons.

Monies were allocated in the Fiscal Year 2023 budget for capital towards an initial payment of the proposed Environmental Center. Staff is asking permission to reallocate these monies to address an important safety issue at the golf course (money for the Environmental Center has been allocated in the pending, FYE 2024 budget).

### **Pricing/Purchasing:**

On June 26, 2023, the Village issued a Request for Proposal (RFP) for the installation of netting at the Golf Course. The RFP requested cost proposals for three different areas. The Village only received one proposal in response to the RFP from Action Sports Netting, Inc. in the amount of \$176,984.70 for Area One (left side of Hole 10 adjacent to the driving range). Action Sports Netting, Inc. has recently completed work at the Palm Beach Gardens Golf Course (Sand Hill Crane) and the West Palm Beach Golf Course (The Park).

### **Account Information:**

Fund	Department	Account Number	Account Description	Amount
Country Club	Golf Course Maintenance	L8045-66210	Construction & Major Renovation	\$176,985.70

**Recommendation:**

**Village Staff recommends Council consideration and approval of the attached Resolution awarding the Contract for the installation of golf course netting for Area One in the amount of \$176,985.70, with funds expended from Country Club Account No. L8045-66210 (Golf Course Maintenance – Construction & Major Renovation), and authorizing the Mayor and Village Clerk to execute the Contract 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 BID PROPOSAL FROM ACTION SPORTS NETTING, INC. FOR THE INSTALLATION OF GOLF COURSE NETTING AT THE NORTH PALM BEACH COUNTRY CLUB AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued a Request for Proposals for the installation of Golf Course Netting at the North Palm Beach Country Club; and

WHEREAS, Village Staff recommended accepting the sole proposal submitted by Action Sports Netting, Inc. for Area One (left side of Hole No. 10 adjacent to the driving range); and

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

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

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

Section 2. The Village Council hereby accepts the bid proposal submitted by Action Sports Netting, Inc. for the installation golf course netting at the North Palm Beach Country Club for Area One at a total cost of \$176,985.70, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract relating to 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 the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and ACTION SPORTS NETTING, INC., a Florida corporation, hereinafter referred to as CONTRACTOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all goods and services requested under **Request for Proposals for Golf Course Netting** and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

### **ARTICLE 1. SERVICES OF CONTRACTOR.**

A. CONTRACTOR shall provide all goods, services, and equipment necessary for supply and installation of Golf Course Netting **for Area One only (left side of Hole No. 10 adjacent to the driving range)**, as required under the VILLAGE's Request for Proposals and CONTRACTOR's proposal thereto, which are attached hereto and incorporated herein by reference and to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.

B. The goods and services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon written notice from the VILLAGE to proceed.

### **ARTICLE 2. TERM OF CONTRACT.**

A. The term of the Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until all goods are delivered and all services performed. Delivery and installation shall be coordinated by the VILLAGE and CONTRACTOR, provided, however, that all services shall be complete by **October 15, 2023**.

B. CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages.

### **ARTICLE 3. VILLAGE'S REPRESENTATIVE.**

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Head Golf Professional. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

### **ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.**

A. The VILLAGE agrees to compensate CONTRACTOR for the provision of all goods and services set forth in the Request for Proposals and as stated in CONTRACTOR's Proposal **for Area One only** in an amount not to exceed **One Hundred Seventy-Six Thousand Nine Hundred Eighty-Five Dollars and Seventy Cents (\$176,985.70)**.

B. Services undertaken or expenses incurred that exceed the amount set forth in this Contract

without prior written authorization from the VILLAGE shall be the sole liability of CONTRACTOR.

C. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

D. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods have been provided and services performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the required goods and services.

E. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

#### **ARTICLE 5. INDEMNIFICATION.**

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

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants, and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants, and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

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

#### **ARTICLE 6. PERSONNEL.**

A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

## **ARTICLE 7. TERMINATION.**

This Contract may be cancelled by CONTRACTOR upon thirty (30) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days written notice to CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination.

## **ARTICLE 8. FEDERAL AND STATE TAX.**

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is CONTRACTOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

## **ARTICLE 9. INSURANCE.**

Prior to commencing any Work, CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Proposal Documents. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

## **ARTICLE 10. SUCCESSORS AND ASSIGNS.**

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

## **ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.**

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily, and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.



## **ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.**

CONTRACTOR is, and shall be, in the performance this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

## **ARTICLE 13. NONDISCRIMINATION.**

CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **ARTICLE 14. ENFORCEMENT COSTS.**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 15. AUTHORITY TO PROVIDE REQUIRED SERVICES.**

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services required under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

## **ARTICLE 16. SEVERABILITY.**

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

## **ARTICLE 17. MODIFICATIONS OF WORK.**

A. The VILLAGE reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by CONTRACTOR of the VILLAGE's notification of a contemplated change, CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change.

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and CONTRACTOR shall not commence work on any such change until such written amendment is signed by CONTRACTOR and approved and executed by the VILLAGE.

## **ARTICLE 18. PROTECTION OF WORK AND PROPERTY.**

A. CONTRACTOR shall continuously maintain adequate protection of all goods and services provided pursuant to this Contract from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where services are being performed and throughout the completion of such services.

## **ARTICLE 19. NOTICE.**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach  
Attn: Village Manager  
501 U.S. Highway One  
North Palm Beach, FL 33408

and if sent to CONTRACTOR shall be mailed to:

Action Sports Netting, Inc.  
Attn: Dennis Bryan, President  
1511 S.W. Mockingbird Circle  
Port St. Lucie, FL 34986

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

## **ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT.**

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

## **ARTICLE 21. TERMINOLOGY AND CAPTIONS.**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

## **ARTICLE 22. WAIVER.**

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

## **ARTICLE 23. PREPARATION.**

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

## **ARTICLE 24. MATERIALITY.**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

## **ARTICLE 25. EXHIBITS AND CONTRACT DOCUMENTS.**

Each exhibit and document referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, including, but not limited to the Request for Proposals and the CONTRACTOR's Proposal, should be treated as part of this Contract and are incorporated herein by reference.

## **ARTICLE 26. LEGAL EFFECT.**

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

## **ARTICLE 27. SURVIVABILITY.**

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

## **ARTICLE 28. DEFAULT.**

A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for immediate termination:

1. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged, or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
2. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be

discharged within thirty (30) days from the date of appointment.

3. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the goods and services required pursuant to this Contract on schedule as agreed to by CONTRACTOR in this Contract.

B. CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

#### **ARTICLE 29. WAIVER OF SUBROGATION.**

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

#### **ARTICLE 30. E-VERIFY**

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

#### **ARTICLE 31. INSPECTOR GENERAL**

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

#### **ARTICLE 32. PUBLIC RECORDS.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto: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.

### **ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY.**

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

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

**CONTRACTOR:**

BY: \_\_\_\_\_

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