



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, OCTOBER 26, 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

### ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

### AWARDS AND RECOGNITION

1. Disability Employment Awareness Month
2. Certificate of Appreciation for former Village Manager Dr. Joe J. Eassa, Jr.

### APPROVAL OF MINUTES

### 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.*

- 3. RESOLUTION** – Amending Resolution No. 2023-89 to revise the total cost of the Contract with Daniels Fence Corp for the removal, disposal and replacement of fencing at the North Palm Beach Tennis Center to include the cost of the Payment and Performance Bond at a total cost not to exceed \$248,735; and authorizing execution of the Contract.
- 4. RESOLUTION** – Approving a Second Amendment to the Contract with Hy-Byrd Incorporated to provide Building Inspection Services to extend the term through Fiscal Year 2024; and authorizing execution of the Second Amendment.
- 5.** Receive for file Minutes of the Residential Ad-Hoc Committee meeting held 10/6/22.
- 6.** Receive for file Minutes of the Residential Ad-Hoc Committee meeting held 11/29/22.
- 7.** Receive for file Minutes of the Residential Ad-Hoc Committee meeting held 1/5/23.
- 8.** Receive for file Minutes of the Recreation Advisory Board meeting held 9/12/23.

## DECLARATION OF EX PARTE COMMUNICATIONS

## PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 9. 1ST READING OF ORDINANCE 2023-20 – GENERAL FUND BUDGET FOR FISCAL YEAR 2023 AMENDMENT** Consider a motion to adopt on first reading Ordinance 2023-20 amending the adopted General Fund Budget for Fiscal Year 2023 to account for the use of interest income to fund unforeseen and unbudgeted expenses.

## OTHER VILLAGE BUSINESS MATTERS

- 10. RESOLUTION – FIREFIGHTER PROTECTIVE CLOTHING PURCHASE** Consider a motion to adopt a resolution approving and authorizing the purchase of Firefighter Protective Clothing (Bunker Gear) from Bennett Fire Products Company, Inc. at a total cost of \$33,685.76.

## COUNCIL AND ADMINISTRATION MATTERS

### MAYOR AND COUNCIL MATTERS/REPORTS

### VILLAGE MANAGER MATTERS/REPORTS

## REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

## ADJOURNMENT

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

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

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

**VILLAGE OF NORTH PALM BEACH  
COUNTRY CLUB**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, CCM, General Manager  
Leonard G. Rubin, Village Attorney

DATE: November 9, 2023

SUBJECT: **RESOLUTION** – Amending Resolution No. 2023-89 to modify the Contract with Daniels Fence Corp to include the cost of the Payment and Performance Bond

---

Background:

Through the adoption of Resolution No. 2023-89 on October 12, 2023, the Village Council approved a Contract with Daniels Fence Corp for the removal and disposal of existing fencing and the installation of new fencing at the North Palm Beach Country Club at a total cost of \$239,890 pursuant to pricing established in an existing Martin County Agreement. Because the total cost of the Contract exceeds \$200,000, Section 255.05, Florida Statutes, requires the Contractor to execute and record in the public records a Payment and Performance Bond prior to commencing work. While the Payment and Performance Bond requirement was included in the Contract, it was excluded from the Contractor's proposal. The cost of the required Payment and Performance Bond will be \$8,845, thereby increasing the total amount of the Contract to \$248,735.

The attached Resolution amends Resolution No. 2023-89 to increase the total cost to reflect the inclusion of the Payment and Performance Bond.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
Enterprise Fund	Country Club Tennis	L8050-66210	Construction & Major Renovation	\$248,735

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

**Recommendation:**

Village Staff requests Council consideration and approval of the attached Resolution amending Resolution No. 2023-89 to increase the not to exceed cost of the Contract with Daniels Fence Corp to remove and dispose of the existing fencing and install new fencing around the NPBCC tennis courts utilizing pricing established in an existing Martin County Agreement to \$248,735.00, with funds expended from Account Number L8050-66210 (Tennis – Construction & Major Renovation), and authorizing the Mayor and Village Clerk to execute the revised Contract for such services in accordance with Village policies and procedures.

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING RESOLUTION NO. 2023-89 TO REVISE THE TOTAL COST OF THE CONTRACT WITH DANIELS FENCE CORP FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF FENCING AT THE NORTH PALM BEACH COUNTRY CLUB TENNIS CENTER PURSUANT TO PRICING ESTABLISHED IN AN EXISTING MARTIN COUNTY AGREEMENT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2023-89, the Village Council approved a Contract with Daniels Fence Corp pursuant to pricing established in an existing Agreement for Countywide Fencing with Martin County (RFB2023-3516) for the removal, disposal, and replacement of fencing at the North Palm Beach Country Club Tennis Center; and

WHEREAS, while the approved Contract required Daniels Fence Corp to execute and record a Payment and Performance Bond prior to commencing work, the proposal submitted by Daniels Fence Corp excluded the cost of the Bond; and

WHEREAS, the Village Council wishes to approve a revised Contract with Daniels Fence Corp including the cost of the Payment and Performance Bond, and the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the citizens and residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby amends Resolution No. 2023-89 and approves a revised Contract with Daniels Fence Corp for the removal and disposal of existing fencing and the installation of new fencing at the North Palm Beach Country Club Tennis Center pursuant to pricing established in an existing Agreement for Countywide Fencing with Martin County (RFB2023-3516) and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$248,735.00, with funds expended from Account No. L8050-66210 (Tennis – Construction and Major Renovation).

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

## 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 DANIELS FENCE CORP, a Florida corporation (hereinafter "CONTRACTOR").

## **RECITALS**

WHEREAS, the VILLAGE is in need of a contractor to remove and dispose of the existing fencing at the North Palm Beach Country Club Tennis Center and install new fencing and gates; and

WHEREAS, Martin County, through its competitive selection process, awarded an Agreement for Countywide Fencing (RFB2023-3516) ("Martin County Agreement") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the Martin County Agreement; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the Martin County Agreement, including all terms, conditions and pricing set forth therein.

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. Martin County Agreement. The Martin County Agreement for Countywide Fencing (RFB2023-3516) ("Martin County Agreement") with CONTRACTOR, attached hereto as Exhibit "A," is incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
  - A. In accordance with the terms and conditions of the Martin County Agreement and at the direction of the VILLAGE, CONTRACTOR shall perform the services in accordance with its Proposal dated September 22, 2023, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.
  - B. The total cost of such services shall not exceed **Two hundred forty-eight thousand seven hundred thirty-five dollars and no cents (\$248,735.00).**
  - C. 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 **one hundred and twenty (120) days** of the VILLAGE's issuance of the notice to proceed.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (Martin County Agreement)
- C. Exhibit "B" (CONTRACTOR's Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) 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.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the Martin County Agreement. Extensions or renewals to the Martin County Agreement or any modification including new products, terms, or price changes to the Martin County Agreement shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Martin County Contract expires and no new contract is let by Martin County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Martin County Agreement, with the VILLAGE named as an additional insured.

8. 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 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 § 768.28, Florida Statutes.

9. 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.

10. Warranty/Guaranty. Unless a longer period is stated in the Martin County Agreement, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. 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.

12. Payment and Performance Bond. As required by Section 255.05(1), Florida Statutes, CONTRACTOR shall record in the public records a statutory payment and performance bond prior to commencing the work.

13. 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. 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 or in connection with this Contract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if 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.

I. 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.

**DANIELS FENCE CORP**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_  
DAVID NORRIS  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
VILLAGE ATTORNEY



**All Types and Styles • Commercial • Residential • Electric Gate Systems**  
**Licensed • Bonded • Insured**

October 13, 2023

## Proposal

North Palm Beach

Attn: Beth Davis

*Project Name: Tennis Court Replacement - Sleeved Post*

**10' High Black Chain Link Fence:** To furnish and install 2,340' of 10' high black chain link fence, 60' of 12' high fence on the north court on the west side only and 160' of 3ft. high fence; includes four (4) 3' x 7' high double-swing gate with 36" high overhead transom, using the following materials.

- 1.) 10', 8 ga., 1 3/4" mesh fabric k/k
- 2.) 3" Terminal Post (lg40) wit 2 1/2" sch.80 post sleeved inside and filled with setting agents
- 3.) 2 1/2" Line Post (lg40) with 2" sch.80 post sleeved inside and filled with setting agents
- 4.) 1 5/8" top & bottom rail (lg40)
- 5.) All other necessary accessories

*Total..... \$ 235,890.00*

### **Note:**

*All concrete & paver repairs by others (very little damage doing it this way)*

*Price includes the removal & disposal of existing fence and gates*

**Martin County Board of County Commissioners Contract: Contract Number RFB2023-3516**

### **Materials:**

10Ft. High Black Chain Link with Top & Bottom Rail: 2,340ft. x 41.00 per ft.....\$ 95,940.00  
12Ft. High Black Chain Link with Top & Bottom Rail: 60ft. x 44.00 per ft.....\$ 2,640.00  
3 ft. High Black Chain Link with Top & Bottom Rail: 160ft. x 26.25 per ft.....\$ 4,200.00  
10Ft. High Black Chain Link Corner Post with Braces: (24) x 480.00.....\$ 11,520.00  
12Ft. High Black Chain Link Corner Post with Braces: (2) x 525.00.....\$ 1,050.00  
Gates: To install (4) 4' x 10' High Black Chain Link Gates (4) x 2,675.00.....\$ 10,700.00

**Total.....\$ 126,050.00**

**Labor: 10', 12' & 3' Fence Install Labor....(310) labor hours x 110.00 per hour...\$ 34,100.00**

**Fence Removal Labor: (125) labor Hours at 110.00 per hour....\$ 13,750.00**

### **Sch.80 Additional Parts:**

*Sch.80 Materials for Internal Post.....\$ 22,404.00 x 51% ...11,426.04.....\$ 33,830.04*

**Sch. 80 Labor:** 256 Labor hours at \$110.00 per hour.....\$ 28,160.00

**Material and Labor Total for Sch.80 Internal Post.....\$ 61,990.00**

Total.....\$ 235,890.00

**Bond Cost:** To add a performance & payment bond to the above project.

Add.....\$ 8,845.00

**\*Note:**

*Price does not include permit or runner's fee*

*Price does not include performance & payment bonds*

*Price does not include clearing, backfill, compaction, grubbing or grading*

*Price does not include survey or staking of fence line*

*Daniels Fence will not be held liable for unmarked private utilities (located by others)*

*Price does not include signed and sealed drawings with calculations*

*Price good for 10 days*

Thank you,

Thomas Kahrhoff

Estimator/Project Manager

2700 Market Place • Stuart, Fl. 34997 • Phone: 772-283-2383 • Fax: 772-283-2565

E-Mail: [Tom@DanielsFence.com](mailto:Tom@DanielsFence.com) – License # PBC –U-20941

## RESOLUTION 2023-89

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DANIELS FENCE CORP FOR THE REMOVAL, DISPOSAL AND REPLACEMENT OF FENCING AT THE NORTH PALM BEACH COUNTRY CLUB TENNIS CENTER PURSUANT TO PRICING ESTABLISHED IN AN EXISTING MARTIN COUNTY AGREEMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the tennis court fencing at the North Palm Beach Country Club Tennis Center is in need of replacement; and

WHEREAS, Village Staff recommended that a Contract be awarded to Daniels Fence Corp pursuant to pricing established in an existing Agreement for Countywide Fencing with Martin County (RFB2023-3516); and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the citizens and residents of the Village of North Palm Beach.

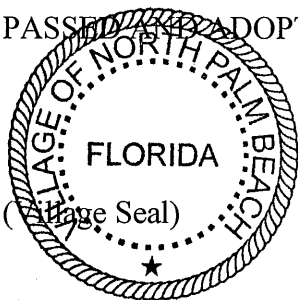
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

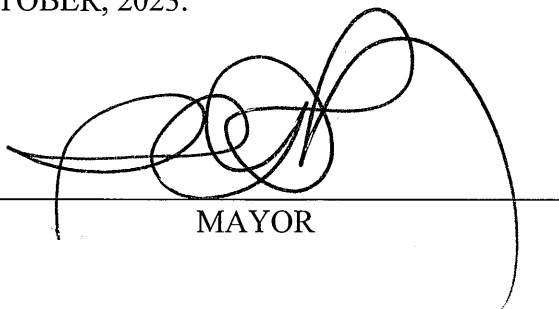
Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with Daniels Fence Corp for the removal and disposal of existing fencing and the installation of new fencing at the North Palm Beach Country Club Tennis Center pursuant to pricing established in an existing Agreement for Countywide Fencing with Martin County (RFB2023-3516) and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$235,890.00, with funds expended from Account No. L8050-66210 (Tennis – Construction and Major Renovation).

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

PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF OCTOBER, 2023.



  
MAYOR

ATTEST:

  
VILLAGE CLERK

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

---

TO: Honorable Mayor and Council

THRU: Charles Huff, Village Manager

FROM: Wayne Cameron, Building Official  
Caryn Gardner-Young, Community Development Director

DATE: October 26, 2023

SUBJECT: **RESOLUTION – Approval of Second Amendment to the Contract with Hy-Byrd Incorporated for Building Inspection Services to extend the term through Fiscal Year 2024**

---

The Community Development Department continues to have difficulties in finding qualified building inspectors, resulting in the Village utilizing a variety of firms to provide building inspection services on a contract basis. The cost of these professional services is offset by salary and benefit savings from the vacant positions.

Through the adoption of Resolution No. 2022-25 on April 14, 2022, the Village Council approved a Contract for Building Inspection Services with Hy-Byrd Incorporated through September 30, 2022 in the amount of \$75,000, utilizing pricing set forth in an existing Agreement with the Town of Palm Beach. Through the adoption of Resolution No. 2022-88 on October 13, 2022, the Village Council approved an amendment to the contract to extend the term through September 30, 2023.

As of the end of Fiscal Year 2023, there are still funds available on this purchase order for this vendor (the current open balance is \$16,535). Due to the increased demand for inspection services throughout the Village and the vacant inspector positions, it is anticipated that there will be a continued need to utilize Hy-Byrd for inspection services in FY 2024. Consequently, Staff is recommended that the Council approve an Amendment to the Contract to extend the term through September 30, 2024. Any unexpended funds from Fiscal Year 2023 will be carried over and expended in the next fiscal year so there is no additional financial impact at this time.

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving a Second Amendment to the Contract for Building Inspection Services with Hy-Byrd Incorporated to extend the term through Fiscal Year 2024 and authorizing the Mayor and Village Clerk to execute the Amendment 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 SECOND AMENDMENT TO THE CONTRACT WITH HY-BYRD INCORPORATED TO PROVIDE BUILDING INSPECTION SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2022-25 on April 14, 2022, the Village Council approved a Contract with Hy-Byrd Incorporated to provide building inspection services on an as needed basis pursuant to the terms, conditions and pricing established in an existing Agreement with the Town of Palm Beach, thereby allowing for concurrent competitive purchasing pursuant to the Village's purchasing policies and procedures; and

WHEREAS, through the adoption of Resolution 2022-88 on October 13, 2022, the Village Council approved an Amendment to the Contract to extend the term through September 30, 2023; and

WHEREAS, the parties wish to extend the term of the Contract through September 30, 2024, retroactive to October 1, 2023; and

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

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

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

Section 2. The Village Council hereby approves a Second Amendment to the Contract for building inspection services with Hy-Byrd Incorporated, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Second Amendment on behalf of the Village.

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

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

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

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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



## **SECOND AMENDMENT TO CONTRACT**

This Second Amendment to Contract for Building Inspection Services 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 HY-BYRD INCORPORATED, 511 South East Coast Street, Lake Worth Beach, Florida 33460, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 20-65-0060264.

### **RECITALS**

WHEREAS, the VILLAGE and CONTRACTOR entered into a Contract for Building Inspection Services ("Contract") dated April 14, 2022; and

WHEREAS, on October 13, 2022, the parties entered into an Amendment to the Contract to extend the term through September 30, 2023; and

WHEREAS, the parties wish to again extend the term for one additional year through September 30, 2024.

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

1. The foregoing recitals are true and correct and are fully incorporated herein by reference.
2. Section 6(A) of the Contract is hereby amended to extend the term through September 30, 2024, retroactive to October 1, 2023.
3. All other provisions of the Contract, to the extent not expressly modified herein, shall remain in full force and effect.

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

### **HY-BYRD INCORPORATED**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_  
DAVID NORRIS  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
VILLAGE ATTORNEY



## **VILLAGE OF NORTH PALM BEACH RESIDENTIAL AD-HOC COMMITTEE**

### **REGULAR MEETING MINUTES THURSDAY OCTOBER 6, 2022**

**Present:** Bill Whiteford, Chair  
Lisa Jensen  
Lisa Interlandi  
Cory Cross  
Stephen St. John  
Robert Silvani

**Absent:** Shawn Woods  
Amanda McNally

**Staff:** Alex Ahrenholz, Acting Community Development Director  
Len Rubin, Village Attorney  
Chuck Huff, Village Manager

**Village Council:** Deborah Searcy, Mayor

---

#### **I. CALL TO ORDER**

Chairman Whiteford called the meeting to order at 6:01 PM.

#### **II. ROLL CALL**

All members of the Residential Ad-Hoc Committee were present except Shawn Woods and Amanda McNally.

#### **III. APPROVAL OF THE MINUTES**

Motion made and seconded to approve the minutes from the August 23, 2022 Ad Hoc Committee meeting. Motion passed 6-0.

#### **IV. DISCUSSION**

##### **A. Accessory Structures**

Staff presentation was given by Alex Ahrenholz discussing the current regulations, example structures that can be constructed, and example regulations from other local municipalities. Setback, height and square footages examples were discussed with the committee. Some municipalities have a sliding scale of regulations based on size.

Members shared the structures they have seen and requested to see additional examples of the varying sizes for future discussion. There was concern among the members that many sheds exist in the Village that are not permitted because they are not allowed and currently pose a threat to safety in storms. Allowing them to remain, but be tied down, seemed to be a supported approach.

Members also discussed the current allowances for open air pavilions and how they will fit into these updates. They agreed to keep the open air pavilion regulations in place and perhaps match the setbacks for the new storage structure regulations. Since the new regulations will allow a bigger wall, some landscaping or screening should be provided for compatibility to the adjacent residents.

The members generally agreed there should be two levels of regulations. One that is not permitted, but under a certain size, screened from view and cannot have utilities. The larger sheds would need a building permit to meet Florida Building Code requirements. An overall maximum square footage and height for both size buildings was discussed. Some members expressed support for 100 square feet or 7 feet high. Some said 50 square feet and 6 feet high so they would be effectively hidden behind a maximum fence height allowed.

Some members were supportive of a 25% maximum size of the accessory structure to the principal structure. Other members had concerns that larger homes could have very large buildings in the back and some of those would be on the water or golf course. Discussion included creating a larger setback for the larger structures. Some members were concerned with multiple structures being erected within the maximum square footage and minimum landscape area.

For larger structures, the members generally agreed that they should be architecturally consistent, but there was disagreement on the materials that should be called out or specific requirements for the consistency.

The committee agreed to discuss accessory dwelling units at the next meeting.

Public Comment:

Deborah Cross, 2560 Pepperwood Circle South, expressed concerns over the impervious surfaces, and additions to the non-permitted structures.

**B. Artificial Turf**

Alex Ahrenholz gave the staff presentation explaining the current Village regulations, existing examples of turf and provided example regulations from other local municipalities. Many of the local municipalities have similar regulations that were taken from each other to provide consistency. The materials and overall size permitted were discussed in detail by the members. The members wanted to see the regulations in ordinance form to better dive into the list of regulations. Most members did not want to have the artificial turf count towards all of the minimum landscape area recently established, but there was disagreement on the percentage. They wanted to limit the artificial turf in the front yard. Staff agreed to draft some regulations for the next meeting with turf limited to the side and rear, building permit required, screened from the roadway and limited to 25% of the minimum landscape area. Allowance should be provided for the strips between driveways. Any existing artificial turf that requires repair or replacement will need a permit to do so and comply with the current code.

**C. Walls on Property Lines**

Alex Ahrenholz gave a brief staff presentation with a few examples of the walls that have been installed on new homes that were required to raise the building elevation for the floor zone. Many property owners install the maximum 4 ft high fence on top of a 2-3 foot wall for a total of 6-7 feet from the adjacent neighbor. Staff has been limiting height to 4 feet overall per code, but there has been push back from home builders, especially when they need a handrail for fall hazard in the FL Building Code.

Most members expressed interest in creating a regulation that would be consistent between homes to avoid this, but there was no consensus among the group. Some members thought this could be handled with the proposed drainage standards that will be established once the stormwater master plan is completed. Members asked clarification for the requirements of the current drainage standards and requirements to construct the walls for a future meeting.

V. ADMINISTRATIVE MATTERS

A. Scheduling next meeting

The board decided to have the next meeting on November 3, 2022 at 6:00 PM.

B. Staff updates

Village Council recently asked the ad hoc committee if there should be tree requirements or landscape requirements and establishing driveway materials. The Board would like the Environmental Committee to address tree requirements. No decision was made on landscaping or driveway material requirements.

C. Committee member comments

Members brought up the issue of access to alleyways, which was highly discouraged by the Police chief. There was also discussion on parking regulations overall such as long term parking in the swales. Further discussion will take place at the next meeting.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 8:20 PM.

Minutes typed by Alex Ahrenholz



## **VILLAGE OF NORTH PALM BEACH RESIDENTIAL AD-HOC COMMITTEE**

### **REGULAR MEETING MINUTES THURSDAY NOVEMBER 29, 2022**

**Present:** Bill Whiteford, Chair  
Cory Cross  
Stephen St. John  
Amanda McNally  
Shawn Woods  
Robert Silvani

**Absent:** Lisa Interlandi  
Lisa Jensen

**Staff:** Alex Ahrenholz, Acting Community Development Director  
Len Rubin, Village Attorney

#### **I. CALL TO ORDER**

Chairman Whiteford called the meeting to order at 6:01PM.

#### **II. ROLL CALL**

All members of the Residential Ad-Hoc Committee were present except Lisa Interlandi and Lisa Jensen.

#### **III. APPROVAL OF THE MINUTES**

Motion made by Cory Cross to approve the minutes from the November 3, 2022 Ad Hoc Committee meeting, Stephen St. John seconded. Motion passed 6-0.

#### **IV. DISCUSSION**

##### **A. Accessory Structures**

Staff presentation was given by Alex Ahrenholz. The draft regulations for accessory structures were presented and discussed. A threshold of 64 square feet was established between two types that can be installed. The small structures do not need a permit and need to be screened. Any structure over the threshold needs a building permit and shall be architecturally consistent with the principal structure.

Members discussed regulations for the smaller storage structure including overall height and the setbacks. Most members liked having a 5-foot setback so there would be room for hedging and a fence to provide the required screening. They generally agreed that an eight-foot overall height would be reasonable. Some members wanted to include the restriction of electrical and utilities for the smaller structures.

##### **Public Comment:**

Liz Dalton - 724 Lagoon Dr.- Had concerns about the regulations and asked several questions.  
Deborah Cross - 2560 Pepperwood Cir S.- Raised concerns over storage of hazardous materials or vehicles in the small storage structures.

B. Large Storage Structures

Staff presentation was given by Alex Ahrenholz explaining the current draft regulations for the larger structures. Options were given to the committee for architectural features and changes to the regulations for garages. The maximum size was increased based on previous discussions to 35% of the size of the principal structure with 16 feet maximum height. Regulations were proposed for the ability to provide a two story building, accessory to the principal structure as long as it meets the building setbacks. Some of the larger lots have requested creating separate buildings that right now are required to be connected by a breezeway or some other architectural feature.

Members discussed that the accessory buildings could be permitted with these new regulations but would not be able to make them two stories. The building would just have to be connected to the principal building if it was two stories. Members generally agreed to eliminate at proposed language.

Additional discussion involved regulations for accessory dwelling units based on regulations from other municipalities without them becoming a fully separate dwelling unit. The committee was hesitant to establish a threshold that would permit a small efficiency unit for members of the family without it turning into a vacation rental. There was concern that minor changes, including plug in appliances could easily turn a bedroom suite into an additional unit.

Members discussed “guest cottages” which would be limited to 800 square feet and 40% of the size of the principal structure.

Members agreed to seek Council direction as to what type of accessory structures will be allowed.

B. Artificial Turf

The current language does not prohibit use. Also, installation would only be allowed on single family properties and should require a permit. Following much discussion, members agreed that additional research is require prior to any code revisions.

C. Parking Regulations

Members agreed that vehicular parking in the swales has become excessive. It needs to be curtailed and language added to the current code. The code should state regulations on parking in three areas of the property; driveway, grass, and swale. One member offered to research parking regulations in Palm Beach Shores due to similar lot sizes.

Public Comment:

Liz Dalton - 724 Lagoon Dr.- Expressed concerns regarding how many vehicles are currently allowed to park in the swale.

V. ADMINISTRATIVE MATTERS

A. The next meeting will be on Thursday, January 5, 2023.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 8:07 PM.

Minutes typed by Alex Ahrenholz and Barbara Bruckner



## **VILLAGE OF NORTH PALM BEACH RESIDENTIAL AD-HOC COMMITTEE**

### **REGULAR MEETING MINUTES THURSDAY JANUARY 5, 2023**

Present: Bill Whiteford, Chair  
Lisa Jensen  
Cory Cross  
Stephen St. John  
Shawn Woods  
Robert Silvani

Absent: Lisa Interlandi  
Amanda McNally

Staff: Alex Ahrenholz, Acting Community Development Director  
Len Rubin, Village Attorney

#### **I. CALL TO ORDER**

Chairman Whiteford called the meeting to order at 6:03 PM.

#### **II. ROLL CALL**

All members of the Residential Ad-Hoc Committee were present except Lisa Interlandi and Amanda McNally.

#### **III. DISCUSSION**

##### **A. Parking Regulations**

Proposed changes to the current off-street parking regulations were approved.

##### **B. Accessory Structures**

Members agreed to allow accessory structures without connection to the principal structure provided they comply with the principal structure property line set-backs.

Members agreed to seek Council direction on whether to allow “accessory dwellings”.

A motion was passed in support of the regulation modifications.

##### **C. Artificial Turf**

Members agreed to allow turf to encompass 25% of the total landscaped area of the property. This will be presented to Planning Commission for approval.

#### **IV. ADMINISTRATIVE MATTERS**

##### **A. Scheduling next meeting - TBD**

#### **V. ADJOURNMENT**

With there being no further business to come before the Board, the meeting adjourned at 7:20 PM.

Minutes typed by Barbara Bruckner



**Village of North Palm Beach  
Recreation Advisory Board Meeting  
MINUTES  
September 12, 2023 at 7:00 pm  
Anchorage Park**

- 1) Call to Order:** Chair Budnyk
- 2) Roll Call:** Rita Budnyk, Leigh Arwood, Ashley Knieriemen, Stephen Heiman, Jennifer Gold Dumas, Zak Sherman, and Mia St. John. Council Representative David Norris present. Christi Chane Absent. Christi let the Board know in advance. Volunteer Belinda Morrell present.
- 2) Approval of Minutes:** Meeting called to order by Rita at 7:02 p.m. Jennifer Dumas made the motion to approve minutes from August; Mia St. John seconded.
- 3) Public Comments:** Mary Phillips addressed concerns regarding golf cart drivers on Anchorage Park paths. She recounted a couple incidents and emphasized that golf carts should not be allowed on paths, suggesting the need for clearer signage. Mary also mentioned issues with golf carts parking on tennis courts, disturbing the nearby neighbors. She also spoke about a butterfly garden, suggesting that a similar garden be created in North Palm Beach.

More discussions ensued on the need for clearer signage prohibiting golf carts on paths, especially at park entrances. The possibility of installing more bollards at trails heads and conducting a sign audit was raised, where every sign in the parks/library would be evaluated for clarity, material, and positioning. Concerns about enforcing the rules, especially during evenings and on weekends, were also voiced.

Chris Ryder commented on the redesign of the dry storage area, emphasizing that the fence line should closely follow the new master plan. He also proposed matching the sea wall height to that of the adjacent dune at Lakeside Park, and how the north end should be built up more like the south end. Furthermore, he advocated for the Village to assert its ownership rights concerning the southeast corner of Anchorage Park.

George Alger, representing the Waterway Advisory Board, introduced himself and expressed interest in collaborative discussions between the two boards. The change in the Waterway Advisory Board meeting schedule to the fourth Tuesday of each month was confirmed.

Katie Moffitt introduced her association with Kompan Playground. She highlighted her CPSI certification and Kompan's expertise in outdoor fitness playgrounds. Moffitt emphasized Kompan's versatility in handling comprehensive projects or merely providing equipment. She informed the board about an upcoming turf product and alluded to a potential project at Lakeside Park. Moffitt underscored Kompan's specialization in custom projects and handed over informational materials to the board, who recommended they be left with Zak for review. Moffitt concluded by detailing Kompan's cost-saving measures, especially for clients with stringent budgets, advocating for direct equipment orders from Kompan paired with their endorsed installers.

- 4) Director's Report:** The update on Anchorage Park began with news of the completed playground renovation. The Director detailed the removal of the old mulch and adjustments made to the swing set, lowering it by a foot in accordance with the playground inspection. These changes, alongside the alteration to the shade, were covered financially by the contractor. The addition of new turf beneath the swing set and the two spinning components were highlighted, with a mention that only minor sod work remains to be done. Further, a new initiative saw the installation of mini-library houses in several locations, including Anchorage Park. These houses, stocked with books by the local library, have proven to be especially popular at Lakeside Park.

Addressing environmental concerns, the Director reported the removal of invasive plants along the park's southern border in response to a letter from the South Florida Water Management. Following the removal, an inspection took place and a confirmation of the action's adequacy is awaited.

The Director discussed a new recycling initiative. New recycling bin tops, designed in blue and clearly marked for bottles and cans only, have been placed in Anchorage Park. The early results have been encouraging, showing an uptick in recycling. Due to financial considerations, given the cost of these lids, they haven't been placed in all parks yet. However, plans are afoot to expand this initiative in FY24.

An update regarding the boat launch decal was shared: The Council approved its relocation from the rear of vehicles to the trailer's tongue area, specifically within 4ft of the hitch connection, in order to cater to the varied designs of trailers. Feedback concerning this change was minimal, with only a single resident's concern noted. This resident previously towed a relative's trailer, highlighting a potential challenge in the current policy that mandates the trailer must be registered to the resident. Current boat ramp maintenance was also touched upon, with plans waiting for a detailed engineering plan. The Director also mentioned stabilization efforts for the south marina walkovers.

The Director shared updates on the Seacoast Forced Main Project. The project bid has been officially awarded and an initial pre-construction meeting has taken place.

However, a concrete start date is still in the works. Communications are ongoing to ensure park activities face minimal interruptions during the project.

The Director shared plans for tree planting near the main Anchorage building, which followed the earlier removal of two trees. The new additions will feature a mahogany tree, supplemented by gumbo limbo trees and other smaller species. Restoration efforts were also discussed, with plans to sod a noticeable brown patch left after invasive plant removal along the park's southern border.

The Director provided an update on the gym floor resurfacing. The Director described the unforeseen challenges faced during the floor renovation. While the roofing issues posed potential threats of leaks to the floor work, the day set for pouring the floor material inconveniently coincided with the roofer's schedule. As if that wasn't enough, the evening they poured the floor, it rained. The gym floor's fate was twofold; the pouring material was defective, and there was a single leak. Fortunately, the defectiveness meant the contractor had to redo the entire floor at no extra cost. The new floor installation went off without a hitch, including the painting of court lines. The maintenance plan includes regular sweeping and mopping by the staff. Additionally, a professional cleaning company will deep clean the floor biannually. Responding to a warranty-related query, the Director mentioned that these floors usually last a decade or more. The installing company even provided a cleaning service quote, which is more affordable than other contenders.

The Director shifted the focus to the Community Center athletic field renovations. The vast majority of the project, including the leveling and irrigation system installation, has been successfully completed. As of the meeting date, the sod installation was in process. However, a minor setback occurred due to a leak at the backflow preventer connection. Seacoast promptly addressed this, even though the typical responsibility falls on the Park's end. An interesting twist involved the park's water source; the initial plan was to use well water for the common areas until the sod was completely laid. However, the well malfunctioned, and considering the imminent completion of the sodding, the decision was to forgo fixing the well. This decision was also underpinned by the fact that the city water would soon become the primary source for the entire grounds. The aim is to complete the sodding by week's end.

The Director reported that the sod should be undisturbed for a month, but the inaugural flag football game is scheduled for October 7th. While there's flexibility to move the game to October 14th, allowing an extra week for the sod to settle, it's still cutting it close to the recommended 30 days. In anticipation of potential delays, the Director had liaised with Gardens High School about utilizing their field. Though initially thinking it unnecessary, the Director has since re-initiated communication with the school to keep options open, requesting two potential dates as a backup.

There were more updates regarding the Community Center. AT&T equipment suffered damage along the trail by Sanctuary Cove due to April's tornado. While a new equipment box was installed, the company hasn't yet cleared the damaged equipment. The company is supposed to remove it by Friday. An additional issue was highlighted with a cell tower company, where their gate was broken, and two slats were missing from their fence. Additionally, a new credit card reader will soon be installed, which will facilitate transactions and reduce cash handling. The RecTrac management system has now incorporated pickleball and open gym memberships, and Staff are offering members key fobs. The system change aims to provide a more economical solution for members and to reduce the time staff spend processing cash transactions. Andrew McCarthy has been hired as a new rec assistant, replacing Demitri Michaels who left after the summer.

Lakeside Park recently had its Tiki Hut roof fully renovated. The project was undertaken by Ronnie's Seminole Tiki Huts, who was chosen for their competitive rates and timely service. In terms of environmental concerns, there was a discussion about the sea oats. It was clarified that these plants are not protected west of the Coastal Construction Control Line and can be relocated or replaced as needed.

The library has also been active with renovations and promotions. A book giveaway event, fueled by a PBC grant, is in the pipeline for Touch-A-Truck. Furthermore, the library added new furniture and is undergoing second floor bathroom renovations.

Osborne Park's old concession stand has seen internal renovations, making it more usable for future events.

The meeting also highlighted several upcoming events. Touch-A-Truck is scheduled for September 23. "Scoop Coop," an ice cream truck, will be on hand for the event. October promises to be eventful with the Links 5K run and a haunted house. To support the Links 5K, Staff is actively seeking volunteers. A positive note was shared about the youth flag football registration: the number of participants this year has increased to 104 kids from 70-ish the previous year. This increase was attributed, in part, to a \$60 investment in targeted Facebook ads. The effectiveness of these ads was recognized, and there was a consensus on considering more such advertisements in the future.

To conclude the administrative topics, a proposal was made to reschedule the next board meeting from October 10 to October 17 due to some board members attending a conference. The meeting wrapped up with a discussion on the potential influence of Facebook ads on sports registrations and the need to review their impact in detail.

- 5) **New Business:** The Director began by discussing the new revised marina leases which took a few weeks to finalize. Comparatively, these new leases are more

comprehensive than their predecessors. Key issues that came to the forefront included expired vehicle tags and the condition of stored RVs and boats. The lease content touched upon several points, from details about fee payment and commercial activity restrictions to renewal terms and a clear outline of rules and regulations. Specific topics covered in the lease are security measures, surveillance protocols, rules on conduct noise, storage norms, fueling procedures, parking guidelines, pet policies, guidelines for making alterations, protocols during severe weather warnings, and lease termination details. The Village attorney has meticulously reviewed the leases twice, recommending some changes, primarily for the sake of formalization and appropriate legal language, which were all made. It was decided that these new leases would be emailed to members, with George being one of the recipients.

- 6) **Old Business:** Tornado Update: Board was informed that the bulk of the repairs at the Community Center, following the tornado's impact, are mostly complete. Currently awaiting the installation of split rail fencing, LED lights, the remainder of sod, and the completion of some other minor repair tasks. An update on the expected insurance payout was provided. There's also talk about potentially hosting a grand opening for the new field, possibly on the day of the first flag football game.
- 7) **Member Comments:** Members have put forth a suggestion to introduce lighting around the dock area, especially considering it's a popular spot for people to fish. There was a recall of prior conversations concerning the installation of bait cutting tables at the piers. Board was informed of upcoming lighting installations planned by FPL for both the dry storage area and the trail. Finally, there was another mention of the upcoming sign audit.
- 8) **Staff Comments:** None.
- 9) **Adjournment:** Meeting adjourns at 7:53 p.m. Stephen Heiman makes motion; Rita Budnyk seconds.

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Samia Janjua, Deputy Village Manager

DATE: October 26, 2023

SUBJECT: **ORDINANCE – 1st Reading – General Fund Fiscal Year End 2023 Budget Amendment**

---

The Finance Department has completed a preliminary year-end review of the Village's General Fund budgeted expenditures for Fiscal Year 2023. The review revealed unforeseen and unbudgeted expenses associated with the EF-2 Tornado, Hurricane Ian, and Hurricane Nicole.

While Staff managed to cover a portion of these unexpected costs, there remains a need for additional funding in the Recreation Department to ensure all necessary expenditures are adequately covered. Fortunately, the Village has received additional funds in the interest earnings category, which Staff proposes to utilize to address these unforeseen expenses effectively.

The Finance team recommends allocating a portion of the interest earnings towards funding the following unbudgeted expenses:

- Resolution # 2023-48: Replace sod and soil damaged by the Tornado and provide new field irrigation at the Community Center (\$171,737.36)
- Resolution # 2023-49: Purchase and installation of new athletic field and basketball court lighting at the Community Center to replace tornado damaged systems (\$443,028)

Because the proposed allocation of the interest earnings to cover these additional costs will increase the total General Fund Budget, a budget amendment ordinance is required:

*"...The Annual Budget establishes limitations on expenditures by fund, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted Ordinance effecting such amendment or transfer."*

Note: The budget amendment is based on an estimate for outstanding invoices. The estimate will be revised prior to the second reading if necessary.

**Budget Amendment:**

Fund	Department	Use	Source
General Fund	Interest Earnings		\$500,000
General Fund	Recreation	\$500,000	
<b>Total</b>		<b>\$500,000</b>	<b>\$500,000</b>

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

Note: This Ordinance shall be effective retroactive to September 30, 2023.

**Recommendation:**

**Village Staff recommends Council consideration and adoption on first reading of the attached Ordinance authorizing the Mayor and Village Clerk to execute the required budget amendment to provide necessary funds in the Fiscal Year 2023 General Fund Budget 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

WHEREAS, the Village incurred unforeseen and unbudgeted expenses associated with Hurricane Ian, Hurricane Nicole and the EF-2 tornado that damaged and/or destroyed Village facilities; and

WHEREAS, while the facilities damaged by the tornado are covered by insurance, the Village did not receive any reimbursement payments during Fiscal Year 2023; and

WHEREAS, Village Staff recommends utilizing interest earnings to cover the unforeseen and unbudgeted expenses; and

WHEREAS, because the use of such earnings increases the total amount of Fiscal Year 2023 budget, the 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 of the Village of North Palm Beach.

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

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

Fund	Department	Use	Source
General Fund	Interest Earnings		\$500,000
General Fund	Recreation	\$500,000	
<b>Total</b>		<b>\$500,000</b>	<b>\$500,000</b>

Section 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict herewith are hereby repealed to the extent of such conflict.



1 Section 5. This Ordinance shall be effective retroactive to September 30, 2023.

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

# VILLAGE OF NORTH PALM BEACH

## FIRE RESCUE

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: October 26, 2023

SUBJECT: **RESOLUTION – Approving the Purchase of Firefighter Protective Clothing from Bennett Fire Products Company, Inc. pursuant to pricing established in an existing Lake County Contract**

---

During the Fiscal Year 2024 budgetary process, the Fire Rescue Department requested the replacement of eight (8) sets of firefighter protective clothing (bunker gear) as replacement sets for our career firefighters. These funds were approved and allocated to the Fire Rescue Operating Budget Account Number A5812-35294 (Fire Rescue – Uniforms & Shoes).

After research and testing, Fire Rescue determined that Globe fire protective clothing (bunker gear), best meets the needs of the Department. Fire Rescue is now requesting to purchase the eight (8) sets of approved bunker gear and eight (8) pairs of structural firefighting boots from **Bennett Fire Products Company, Inc.**, at a total cost of **\$33,685.76** utilizing pricing set forth in existing Lake County Contract for Fire Equipment, Supplies, and Services (Contract No. 22-730B), expiring on July 31, 2025. As required by the Village's purchasing policies and procedures, the Department obtained a secondary quote to verify the fair market value.

As this purchase exceeds \$25,000.00, the Village's purchasing policies require Village Council approval. There are adequate funds in the budget to cover the purchase. This is not a capital purchase, does not use CIP funds, and does not require a budget amendment.

### Net Decrease in General Fund as follows:

Department	Account Number	Account Description	Amount
Fire Rescue	A5812-35294	Fire Rescue – Uniforms & Shoes	\$33,685.76

**Contact person:** J.D. Armstrong, Fire Chief

The attached Resolution has been prepared and revised for legal sufficiency by the Village Attorney.

### Recommendation:

**Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of eight (8) sets of bunker gear and eight (8) pairs of structural boots from Bennett Fire Products Company, Inc. pursuant to pricing established in an existing Lake County Contract at a total cost of \$33,685.76, with funds expended from Account No. A5812-35294 (Fire Rescue – Uniforms & Shoes), in accordance with Village policies and procedures.**

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AND AUTHORIZING THE PURCHASE OF FIREFIGHTER PROTECTIVE CLOTHING (BUNKER GEAR) FROM BENNETT FIRE PRODUCTS COMPANY, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING LAKE COUNTY CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Fire Rescue Department is requesting the purchase of eight (8) sets of firefighter protective clothing (bunker gear) gear utilizing budgeted and available funds; and

WHEREAS, Village Staff is recommending the purchase of Globe bunker gear from Bennett Fire Products Company, Inc. pursuant to pricing established in an existing Lake County Contract for Fire Equipment, Supplies and Services (Contract No. 22-730B); and

WHEREAS, Village's purchasing regulations require Village Council approval for purchases in excess of \$25,0000; and

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

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

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

Section 2. The Village Council hereby approves the purchase of eight (8) sets of Globe bunker gear from Bennett Fire Products Company, Inc. pursuant to pricing established in an existing Lake County Contract at a total cost of \$33,685.76, with funds expended from Account No. A5812-35294 (Fire Rescue – Uniforms & Shoes).

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

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

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

**E QUOTATION**  
**Bennett Fire Products Co., Inc.**



[www.BennettFireProducts.com](http://www.BennettFireProducts.com)

October 2, 2023

Chief Scott Freseman  
North Palm Beach Fire Rescue  
560 US Highway 1  
North Palm Beach, FL 33408

*Pricing is valid until December 15<sup>th</sup>, 2023.*

*Discounts in reference to Lake County, FL Contract 22-730B, expires July 31st, 2025, Contract may be viewed in its entirety at [www.lakecountyfl.gov](http://www.lakecountyfl.gov). To find information regarding this contract, follow the instructions below.*

Globe G-Xcel Jacket per NPB specifications  
Retail Price - \$3,632.06 per jacket  
Lake County Price (44% discount) - \$2,033.96 per jacket  
***NPB Price - \$1,997.64 each***

***8 jackets @ \$1,997.64 each - \$15,981.12 total***

Globe GPS Trousers and Suspenders per NPB specifications  
Retail Price - \$3,071.21 per trouser  
Lake County Price (44% discount) - \$1,719.88 per trouser  
***NPB Price - \$1,689.17 each***

***8 trousers @ \$1,689.17 each - \$13,513.36 total***

Globe Shadow 14" Leather Boots  
Retail Price - \$800.00 per pair  
Lake County Price (31% discount) - \$552.00 per pair  
***NPB Price - \$523.91 per pair (drop ship only)***

***8 pairs @ \$523.91 per pair - \$4,191.28 total***

***Total for your order - \$33,685.76***

FOB North Palm Beach, FL Prices include shipping charges

Terms: net 30 days, **payment by check only** with Lake County extended discount provided

Delivery: Globe bunker gear 90-120 days, Globe boots drop ship 45-60 days, at time of quotation- after receipt of order

Thanks for giving us the opportunity to serve you!

Josh Vandegrift, 404-747-2868, [jvandegrift.bennettfire@gmail.com](mailto:jvandegrift.bennettfire@gmail.com)

Bennett Fire Products Co., Inc.  
P.O. Box 2458  
Woodstock, GA 30188

[www.bennettfireproducts.com](http://www.bennettfireproducts.com)

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website [www.lakecountyfl.gov](http://www.lakecountyfl.gov).

1. View the left hand column, click on "Doing Business with Lake County". 2. View the left hand column, click on "View Term and Supplier Agreements". 3. Under the Search for Contracts space, type **Bennett Fire** 4. Contract 17-0606 will appear and the full contract or parts can be downloaded.

If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at [bennettfire@att.net](mailto:bennettfire@att.net) or 770/402-9910.



### MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend the agreement for two annual terms to expire on July 31, 2025.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>March 2, 2023</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: Gretchen Bechtel, CPPB, Contracting Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.03 08:10:21 -05'00'
<b>Distribution:</b> Original -- Bid File Copy -- Contractor Contracting Officer	





### MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/17/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9832	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, Suite 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Danny Bennett
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> This Contract Modification Number One (1) adds the following Manufacturer to agreement: Manufacturer: Veridian Fire Protective Gear Percentage Off List: 10% off retail price Freight Included: yes In Stock / Lead Time: 150 days after receipt of order Manufacturer's Website: www.veridian.net	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 27, 2023</u> E-mail: <u>bennettfire@att.net</u> Secondary E-mail: <u>bennett.fire@hotmail.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Gretchen Print Name: _____ Bechtel, CPPB, Title: Contracting Officer Contracting Officer II Date: _____ <div style="font-size: small;">             Digitally signed by              Gretchen Bechtel,              CPPB, Contracting              Officer II              Date: 2023.01.27              12:25:04 -05'00'           </div>
<b>Distribution:</b> Original – Bid File Copy – Contractor Contracting Officer	



**CONTRACT NO. 22-730B**  
For  
**Fire Equipment, Supplies, and Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 8/1/2022 through 7/31/2023**, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

  
By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department





Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION: Fire Equipment, Supplies, and Services**

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

---

**ACKNOWLEDGEMENT**

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

**ADDENDUM NO. #2**

**22-730**

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION: Fire Equipment, Supplies, and Services**

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

**R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

**R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

---

**ACKNOWLEDGEMENT**

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

**1. SCOPE OF SERVICES**

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

**2. CONTRACTOR'S RESPONSIBILITIES**

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE**

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

**4. REBATES AND SPECIAL PROMOTIONS**

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

**5. REPAIR SERVICES**

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

**6. TRAINING**

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

6.1.2. Manuals may be electronic.

**7. WARRANTY REQUIREMENTS**

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

*[The remainder of this page intentionally left blank]*

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.



D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*



The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### **1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### **2.0 PAYMENT**

The Contractor shall email the County's using department ([egminer@lakecountyfl.gov](mailto:egminer@lakecountyfl.gov)) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

#### **3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:**

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### **4.0 CERTIFICATION REGARDING FELONY CONVICTION:**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

#### **5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.  
and enter OSD Certification Number Click or tap here to enter text.  
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 FEDERAL FUNDING REQUIREMENT:**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

N/A

**10.0 GENERAL VENDOR INFORMATION:**

Firm Name: Bennett Fire Products Company, Inc.  
Street Address: 195 Stockwood Drive, Suite 170  
City: Woodstock State and ZIP Code: Georgia 30188  
Mailing Address (if different): PO Box 2458  
Telephone: 770-402-9910 Fax: N/A  
Federal Identification Number / TIN: 58-2143532  
DUNS Number: N/A

**11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*



[illegible]



**TEN-8 FIRE & SAFETY, LLC**  
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203  
USA  
Phone: 800-228-8368  
Fax: 941-756-2598

Sell To:

**NORTH PALM BEACH FIRE DEPT.**

560 U.S. HIGHWAY 1

NORTH PALM BEACH FL 33408-4906  
USA

**Copy**

**QUOTATION**

Quote Number	Document Date	Page
<b>231009519</b>	<b>03/29/23</b>	<b>1/1</b>
Customer No.	Federal Tax ID - Business Partner	
<b>C00716</b>	<b>858012846341C-6</b>	
PO Number	-	
Sales Employee	Email	
<b>Higgins, Mark P</b>	<b>mhiggins@ten8fire.com</b>	
Document Owner	Email	
<b>Higgins, Mark P</b>	<b>mhiggins@ten8fire.com</b>	
Delivery Address		

**NORTH PALM BEACH FIRE DEPT.**

560 U.S. Highway 1

NORTH PALM BEACH FL 33408

Description	Quantity	UoM	Vendor	Price	Total
G-XCEL COAT <b>G-XCEL COAT</b>	<b>8</b>	<b>EA</b>	<b>GLOBE MANUFACTURING</b>	<b>2,129.55</b>	<b>17,036.40</b>
GPS PANT <b>GPS PANT</b>	<b>8</b>	<b>EA</b>	<b>GLOBE MANUFACTURING</b>	<b>1,745.36</b>	<b>13,962.88</b>
1501420 <b>SHADOW XF STRUCTURAL BOOT</b>	<b>10</b>	<b>PR</b>	<b>GLOBE MANUFACTURING</b>	<b>523.91</b>	<b>5,239.10</b>
CTRD-521211221 <b>880 RED,4" F.S.,EAGLE,YEL.NOMEX</b>	<b>8</b>	<b>EA</b>	<b>MSA SAFETY</b>	<b>356.88</b>	<b>2,855.04</b>
7877 <b>GUANTLET STYLE STRUCTURAL FIREFIGHTIN GLOVE</b>	<b>10</b>	<b>EA</b>	<b>VANGUARD</b>	<b>83.75</b>	<b>837.50</b>
3752P-4 <b>EXTRICATION GLOVE</b>	<b>10</b>	<b>EA</b>	<b>VANGUARD</b>	<b>47.50</b>	<b>475.00</b>

**PRICED PER LAKE COUNTY CONTRACT #22-730K, EXPIRES 7/31/2025**

Shipping:

Subtotal:	<b>\$ 40,405.92</b>
Freight:	<b>\$ 150.00</b>
Total Before Tax:	<b>\$ 40,555.92</b>
Total Tax Amount:	<b>\$ 0.00</b>
<b>Total Amount:</b>	<b>\$ 40,555.92</b>

Valid Until: **11/01/2023**

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>