



## VILLAGE OF NORTH PALM BEACH SPECIAL SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

WEDNESDAY, NOVEMBER 15, 2023  
4:00 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

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### 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

### APPROVAL OF MINUTES

- [1.](#) Minutes of the Regular Session held October 12, 2023
- [2.](#) Minutes of the Special Session held October 17, 2023

### COUNCIL BUSINESS MATTERS

#### STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

## CONSENT AGENDA

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

3. **RESOLUTION** – Approving a Contract with Christmas Designers Florida for Holiday Lighting and Decor for the 2023-2024 Holiday Season at a cost of \$27,547; and authorizing execution of the Contract.
4. Receive for file Minutes of the Development Review Committee meetings held 5/18/23, 6/14/23, 9/13/23, 9/21/23 and 10/11/23.
5. Receive for file Minutes of the Environmental Committee meetings held 9/11/23 and 10/2/23.
6. Receive for file Minutes of the General Employees Pension Board Meeting held 8/1/23.
7. Receive for file Minutes of the Library Advisory Board meeting held 9/26/23.
8. Receive for file Minutes of the Recreation Advisory Board meeting held 10/17/23.

## DECLARATION OF EX PARTE COMMUNICATIONS

## PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

9. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-20 – GENERAL FUND BUDGET FOR FISCAL YEAR 2023 AMENDMENT** Consider a motion to adopt and enact on second 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.
10. **1ST READING OF ORDINANCES 2023-21, 2023-22 AND 2023-23 – ANNEXATION OF THREE UNINCORPORATED AREAS** Consider a motion to adopt on first reading Ordinances 2023-21, 2023-22 and 2023-23 annexing three unincorporated areas within the Village's Future Annexation Area (Area 1 – Portage Landing and Hidden Key; Area 2 – Ellison Wilson Road; and Area 3 – Pirate's Cove/Canal Road).

## OTHER VILLAGE BUSINESS MATTERS

11. **RESOLUTION – SODDED MEDIAN INSTALLATION CONTRACT** Consider a motion to adopt a resolution accepting the proposal of Saffold Paving, Inc. for the installation of a GEOGRID reinforced sodded median at Fairhaven Place at a total cost of \$45,487; and authorizing execution of the Contract.
12. **RESOLUTION – SIDEWALK REMOVAL AND REPLACEMENT** Consider a motion to approve a resolution approving a Blanket Purchase Order with Flying Scot Inc. for sidewalk removal and replacement in the amount of \$100,000.

## COUNCIL AND ADMINISTRATION MATTERS

### MAYOR AND COUNCIL MATTERS/REPORTS

### VILLAGE MANAGER MATTERS/REPORTS

## REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

## ADJOURNMENT

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

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

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



***DRAFT MINUTES OF THE REGULAR SESSION***  
**VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA**  
**OCTOBER 12, 2023**

Present:

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

**ROLL CALL**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

The Minutes of the Regular Session held September 28, 2023 were approved as written.

**STATEMENTS FROM THE PUBLIC**

Chris Ryder, 118 Dory Road S, expressed concern over the approval of an agreement for canal dredging and its funding source. Mr. Ryder expressed his concerns regarding stormwater fees charged to residents and concerns regarding zoning code and Comprehensive Plan changes that related to the proposed Twin Cities Mall site project and the proposed 200 Yacht Club project.

**CONSENT AGENDA APPROVED**

President Pro Tem Aubrey moved to approve the Consent Agenda. Councilmember Mullinix seconded the motion, which passed unanimously. The following items were approved:

Motion approving the suspension of the 11/23/23 and 12/28/23 Council meetings in observance of national holidays.

Resolution authorizing the Village Manager and the Village Clerk to execute all documents required to effectuate transactions involving Village vehicles.

CONSENT AGENDA APPROVED *continued*

Resolution amending the Comprehensive Pay Plan adopted as part of the Fiscal Year 2024 Budget to revise the pay grade for the position of Building Official.

Receive for file Minutes of the Residential Ad-Hoc Committee meeting held 7/25/22.

Receive for file Minutes of the Residential Ad-Hoc Committee meeting held 8/23/22.

Receive for file Minutes of the Business Advisory Board meeting held 7/18/23.

Receive for file Minutes of the Waterways Advisory Board meeting held 7/25/23.

Receive for file Minutes of the Planning Commission meeting held 8/1/23.

Receive for file Minutes of the Recreation Advisory Board meeting held 8/8/23.

Receive for file Minutes of the Business Advisory Board meeting held 8/15/23.

Receive for file Minutes of the Library Advisory Board meeting held 8/22/23.

DECLARATION OF EX PARTE COMMUNICATIONS

Mayor Norris and Councilmember Searcy declared ex-parte communication with Mr. Desano regarding the Minor Amendment to the Memory Care Commercial Planned Unit Development.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-17 – CODE AMENDMENT – R1 SINGLE FAMILY DWELLING DISTRICT – REMOVING REGULATIONS RELATING TO VOLUME AND MASSING OF TWO-STORY SINGLE FAMILY DWELLINGS AND ADDING A GUIDANCE STATEMENT

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Aubrey to adopt and enact on second reading Ordinance 2023-17 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), “ZONING,” OF THE VILLAGE CODE OF ORDINANCES TO RECOGNIZE THE STATE PREEMPTION OF PORTIONS OF ORDINANCE NO. 2022-18; AMENDING ARTICLE III, “DISTRICT REGULATIONS,” BY AMENDING SECTION 45-27, “R-1 SINGLE-FAMILY DWELLING DISTRICT,” TO REMOVE REGULATIONS RELATING TO THE VOLUME AND MASSING OF TWO-STORY SINGLE-FAMILY DWELLINGS AND TO ADD A GUIDANCE STATEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mr. Rubin explained that through the enactment of Florida Senate Bill 250, the Florida Legislature prohibited the Village from proposing more restrictive or burdensome amendments to its land development regulations retroactive to September 28, 2022. The legislation declared any such amendments void ab initio or of no force and effect as of the date of adoption. Mr. Rubin explained that the code amendment would repeal the preempted provisions.



PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-17 – CODE AMENDMENT – R1 SINGLE FAMILY DWELLING DISTRICT – REMOVING REGULATIONS RELATING TO VOLUME AND MASSING OF TWO-STORY SINGLE FAMILY DWELLINGS AND ADDING A GUIDANCE STATEMENT *continued*

In conjunction with a repeal of the preempted provisions, a guidance statement encouraging property owners to use the former regulations as guidelines when constructing substantially altering two-story single-family dwellings would be included. The regulations would be re-adopted upon expiration of the preemption provision of Senate Bill 250 on October 1, 2024. The ordinance passed on first reading at the last Council meeting.

Mayor Norris opened the public hearing.

Chris Ryder, 118 Dory Road S, stated that zoning code changes could have taken place back in 2016 that would have restricted the volume and massing of two-story single-family dwellings.

There being no further comments from the public, Mayor Norris closed the public hearing.

Councilmembers expressed that they were not happy about repealing the preempted provisions in the ordinance but were statutorily required to do so.

Thereafter, the motion to adopt and enact on second reading Ordinance 2023-17 passed unanimously.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-18 – CODE AMENDMENT – CREATE PLANNING, ZONING AND ADJUSTMENT BOARD

A motion was made by Councilmember Searcy and seconded by Vice Mayor Bickel to adopt and enact on second reading Ordinance 2023-18 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 21, “PLANNING AND DEVELOPMENT,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING ARTICLE II, “PLANNING COMMISSION,” TO CREATE A PLANNING, ZONING AND ADJUSTMENT BOARD AND REPEALING ARTICLE III, “BOARD OF ADJUSTMENT,” IN ITS ENTIRETY; AMENDING ARTICLE VI, “REZONING, VARIANCES AND WAIVERS,” OF CHAPTER 45 (APPENDIX C), “ZONING,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-50, “VARIANCES,” TO PROVIDE PROCEDURES FOR VARIANCES AND ADOPTING A NEW SECTION 45-52, “ADMINISTRATIVE APPEALS;” REPLACING ALL VILLAGE CODE REFERENCES TO THE PLANNING COMMISSION WITH THE PLANNING, ZONING AND ADJUSTMENT BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mr. Rubin explained the purpose of the code amendment. The amendment would officially combine the Planning Commission with the Planning & Zoning Board of Adjustments, which would require a name change and deletion of any reference to Board of Adjustment. Additionally, the amendment would combine the variance process into one section, streamline the development process, place burden of proof on applicants, provide a one (1) year expiration for variance if no action is take and clarifies the administrative appeal process.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-18 – CODE AMENDMENT – CREATE PLANNING, ZONING AND ADJUSTMENT BOARD *continued*

Mayor Norris opened the public hearing.

There being no comments from the public, Mayor Norris closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2023-18 passed unanimously.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-19 – CHANGING THE DATE OF THE MARCH 2024 GENERAL ELECTION AND PROVIDE FOR AN ADDITIONAL QUALIFYING PERIOD

A motion was made by President Pro Tem Aubrey and seconded by Vice Mayor Bickel to adopt and enact on second reading Ordinance 2023-19 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, CHANGING THE DATE OF THE MARCH 2024 GENERAL ELECTION TO COINCIDE WITH THE STATEWIDE PRESIDENTIAL PREFERENCE PRIMARY; ESTABLISHING THE DATES FOR QUALIFICATION OF CANDIDATES; PROVIDING FOR COMMENCEMENT AND LENGTH OF TERM OF OFFICE; PROVIDING FOR AN ADDITIONAL QUALIFYING PERIOD FOR VACANCIES ARISING AFTER INITIAL QUALIFYING PERIOD; PROVIDING FOR TRANSMITTAL TO THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the date of the Village's municipal election had to be changed every four (4) years due to the Presidential Preference Primary. The Supervisor of Elections and voting equipment would not be available on the Village's scheduled municipal election, therefore necessitating the date change. The date of the Presidential Preference Primary is scheduled for March 19, 2024, which is one week later than the Village's scheduled election of March 12, 2024. Additionally, due to concerns, regarding legislation passed that requires elected officials to file Form 6, the ordinance would provide for an additional qualifying period in the case that a Councilmember resigns after the initial qualifying period. The additional qualifying period would take place between January 4, 2024 and January 11, 2024 in order for the Supervisor of Elections to receive ballot language no later than January 12, 2024. Mr. Rubin stated that he amended the ordinance after its first reading by adding language to allow candidates to qualify during the additional qualifying period in the event all candidates for a particular seat withdraw after the close of the initial qualifying period.

Mayor Norris opened the public hearing.

There being no comments from the public, Mayor Norris closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2023-19 passed unanimously.

**RESOLUTION 2023-88 – MINOR PUD AMENDMENT**

A motion was made by Councilmember Searcy and seconded by President Pro Tem Aubrey to adopt Resolution 2023-88 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR AMENDMENT TO THE MEMORY CARE COMMERCIAL PLANNED UNIT DEVELOPMENT FOR THE INSTALLATION OF A PASS-THROUGH WINDOW CONSISTING OF A THREE PANEL GLASS PANE GARAGE DOOR ON THE NORTH SIDE OF THE COMMERCIAL OUTPARCEL BUILDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff explained that an application had been submitted for a minor amendment to the Memory Care Commercial Planned Unit Development for the installation of a pass-through window consisting of a three-panel glass pane garage door on the north side of the commercial outparcel building. Mr. Huff explained that pursuant to Ordinance 2017-07, the Village Council may approve minor modifications to the CPUD by resolution without the necessity of review by the Planning Commission. Mr. Huff stated that Mr. Desano of Desano's Pizzeria, Butch Collins who was representing Mr. Desano and Zach Ciciera from Cotleur & Hearing were present if Council should have any questions.

Vice Mayor Bickel asked if there was a rendering of what the proposed pass-through window would look like.

Mr. Ciciera presented a slide that depicted the rendering of the proposed pass-through window.

Discussion ensued between Councilmembers, Mr. Ciciera and Mr. Desano.

Thereafter the motion to adopt Resolution 2023-88 passed unanimously.

**RESOLUTION 2023-89 – COUNTRY CLUB TENNIS CENTER FENCING CONTRACT**

A motion was made by Councilmember Mullinix and seconded by Councilmember Searcy to adopt Resolution 2023-89 entitled:

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.

Country Club General Manager Beth Davis explained that the Tennis Center fencing at the Country Club was over twenty-five (25) years old and structurally obsolete. All of the main support posts have rusted throughout causing the top and bottom rails to sag which resulted in rails and mesh impeding on the court surface, which has had negative impacts on drainage. Three quotes were obtained to replace the fencing. Ms. Davis requested approval to accept the proposal submitted by Daniels Fence Corporation for the purchase, removal and disposal of the existing fence, and installation of a new fence and gates at a total cost of \$235,890.

RESOLUTION 2023-89 – COUNTRY CLUB TENNIS CENTER FENCING CONTRACT  
*continued*

Although the two additional quotes obtained were lower in cost, one excluded the removal and disposal costs and the other charged administration fees. Staff recommended moving forward with Daniels Fence Corporation due to their providing removal and disposal of the existing fence and installation of new fence with minimal damage to the existing tennis courts.

Discussion ensued between Councilmembers and Ms. Davis regarding the proposed removal and installation of fencing at the Tennis Center.

Thereafter the motion to adopt Resolution 2023-89 passed unanimously.

RESOLUTION 2023-90 – GOLF CART PATH CONCRETE WORK PROJECT

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Bickel to adopt Resolution 2023-90 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH DRIVE ON CART PATH SYSTEMS, LLC FOR CONCRETE CART PATH CURBING, EXTENSION, AND PANEL REPLACEMENT AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING EXECUTION OF THE CONTRACT; WAIVING THE VILLAGE’S PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Head Golf Professional Allan Bowman explained that staff was requesting to accept a proposal from Drive On Cart Path Systems who has performed other concrete work at the Country Club to perform the concrete cart path curbing and panel replacement. Staff attempted to obtain unit pricing from other companies but was unable to identify another company willing to perform the work under the same terms and conditions. Although, the Village did receive a quote from Flying Scot, Inc. that quote required the use of Village “dump buggies” that are owned by Brightview Golf Maintenance. Staff was requesting a waiver of the Village’s purchasing policies and procedures in order to proceed with Drive On Cart Path Systems.

Thereafter the motion to adopt Resolution 2023-90 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

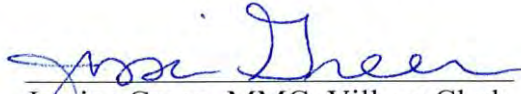
Vice Mayor Bickel stated that it was time for Council to review the definition of Mixed Use Development. Vice Mayor Bickel stated she would not be able to attend the next Council meeting on October 26 because she will be at a work meeting in Kansas City. Vice Mayor Bickel asked if Council wanted to discuss the proposal of annexing property into the Village.

Discussion ensued between Mr. Huff, Mr. Rubin and Councilmembers regarding whether to have a workshop regarding annexation and whether to move forward with steps toward accomplishing a voluntary or involuntary annexation.

Council came to consensus to have a Special Council Meeting on October 17, 2023 at 7 p.m. to discuss and take possible action on moving forward with an annexation.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:50 p.m.

  
Jessica Green, MMC, Village Clerk



***DRAFT MINUTES OF THE SPECIAL SESSION***  
**VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA**  
**OCTOBER 17, 2023**

Present:

David B. Norris, Vice Mayor  
Susan Bickel, Vice Mayor  
Darryl C. Aubrey, Sc.D., President Pro Tem  
Mark Mullinix, Councilmember  
Deborah Searcy, Councilmember  
Chuck Huff, Village Manager  
Leonard G. Rubin, Village Attorney  
Philippa Davis, Executive Assistant

Absent:

Jessica Green, Village Clerk

**ROLL CALL**

Mayor Norris called the meeting to order at 7:00 p.m. All members of Council were present except for Councilmember Searcy who was running late. All members of staff were present except for Village Clerk Green who was out of town. Executive Assistant Philippa Davis attended the meeting on behalf of Mrs. Green.

**DISCUSSION/ACTION – Consideration of Annexation of Properties within the Village’s Future Annexation Areas**

Village Manager Chuck Huff provided a presentation regarding annexation. Mr. Huff stated, as Council was aware, Palm Beach Gardens had laid out a plan to take on a massive annexation, some of which included land, which was in the Village Future Annexation Areas. Mr. Huff explained as a result, Council had directed staff to investigate steps to protect the interests of the Village in those areas. Mr. Huff noted that Angela Biagi, Director of Urban and Community Planning, Wantman Group (WGI), was present. Ms. Biagi would be conducting the feasibility study based on the direction of Council at this meeting.

Councilmember Searcy arrived to the meeting at approximately 7:04 p.m.

Mr. Huff reviewed maps of the areas as created in 2002 and highlighted three (3) specific areas, including:

- Portage Landing (North and South) and Hidden Key
- Pirate’s Cove and the properties located on the eastern end of Canal Road
- Properties located on the west side of Ellison Wilson Road south of the “flag” lot

DISCUSSION/ACTION – Consideration of Annexation of Properties within the Village’s Future Annexation Areas continued

Councilmember Searcy asked why the area north of the “flag” lot, which is contiguous across the water, could not be annexed.

Mr. Rubin stated that the “flag” lot made it an enclave of Palm Beach Gardens.

Discussion continued regarding other areas where land had been annexed across the water.

Mr. Huff continued to review details of the areas outlined on the maps.

Mr. Rubin advised that Canal Road was an enclave, and staff had met with Palm Beach County years prior to discuss annexing by interlocal agreement. Mr. Rubin stated at that time, the County argued that residents objected.

Vice Mayor Bickel asked for additional clarification on the areas that were not highlighted, and the reasons they were not being recommended for review at this time.

Mr. Huff pointed to the time constraints and noted they had focused on the areas identified in the Palm Beach Gardens plan. Mr. Huff reviewed the map by parcel and discussed ownership and past efforts to annex. He shared the annexation map published by Palm Beach Gardens and identified the areas of overlap briefly.

Councilmember Searcy asked about conversations with Juno Beach regarding their annexation plans.

Mr. Huff stated he had spoken with the Town Manager of Juno Beach earlier in the day, and they are moving forward with voluntary annexation of Captain’s Key.

Councilmember Searcy suggested the Village explore annexation of Captain’s Key to cross US Hwy 1. Councilmember Searcy stated that they call themselves North Palm Beach.

Councilmember Mullinix stated he had brought that up in the past, but Juno Beach and Palm Beach Gardens had both had the area in their plans.

Mayor Norris asserted he was not interested in that, because he did not want to do what they were unhappy with Palm Beach Gardens for doing.

Discussion continued.

Mr. Rubin pointed out that he would be conflicted out of the annexation process if any discussions or decisions regarding Juno Beach created issues with their annexation plans.

Mayor Norris stated he only wanted to pursue what had been in the Village annexation plan for twenty (20) or more years.

President Pro Tem Aubrey noted that the Village could look at the other areas in the future.

Mr. Huff stated that staff had about seven (7) working days to work with WGI to conduct a feasibility study. Mr. Huff sought direction as to whether Council agreed with the areas identified.

Vice Mayor Bickel stated she agreed with Portage Landing and Hidden Key but thought they should jump the water and annex the areas identified as 2A and 2B on the map.

DISCUSSION/ACTION – Consideration of Annexation of Properties within the Village’s Future Annexation Areas continued

Mr. Rubin advised that he would have to do more research, because there may be an enclave as defined in the statute north of the “flag” lot due to the prior annexation of the road.

Mayor Norris stated that he believed the entire Council would agree that they were interested in those properties and asked that legal counsel do the research as to the legal standing.

Councilmember Mullinix advised that he was in agreement, but wanted to prioritize the “low-lying fruit” first. Councilmember Mullinix stated that they could get more aggressive and look at other areas.

Vice Mayor Bickel asked whether annexation of the road could be removed, as it was no longer allowed to annex roads.

Mr. Rubin stated they could not since the roads were annexed prior to the new requirement. Discussion ensued regarding annexation restrictions and historic changes.

Mr. Huff recapped the areas identified, including:

- Portage Landing (North and South) and Hidden Key;
- Pirate’s Cove and the properties located on the eastern end of Canal Road potentially to include areas 2A and 2B on the map; and
- Properties located on the west side of Ellison Wilson Road south of the “flag” lot.

Vice Mayor Bickel stated the daycare center in area 3B should be added to the list.

Mr. Rubin advised the Village did not have anything to group the property with, so the property owner would have to consent to coming into North Palm Beach.

Council came to consensus was to ask the property owner for consent.

Councilmember Mullinix stated that if there needed to be prioritization; he believed Portage Landing (North and South) and Hidden Key were the priorities above the others on the list. Councilmember Mullinix noted that he would like to see Hilltop Gardens explored, as well.

Mr. Huff confirmed that staff and WGI would focus on the three (3) areas identified and begin work on the feasibility plan and annexation process.

Councilmember Searcy asked to discuss strategy. Councilmember Searcy discussed the map put out by Palm Beach Gardens and asked if the groupings had to be utilized.

Mr. Rubin explained that the groupings had to be contiguous and noted that there could be conflicting referendums due to the groupings, using Hidden Key as an example.

Councilmember Searcy stated that this was why she wanted to look at Captain’s Cove, alerting Juno Beach to the plan that they were looking to also annex the remainder of the area.

Mayor Norris pointed out that the Captain’s Cove area was in Juno Beach’s annexation plan, and they were planning to pursue it.

President Pro Tem Aubrey asserted that they should focus on what is the essential core and do a good job on that, rather than spreading themselves too thin.



DISCUSSION/ACTION – Consideration of Annexation of Properties within the Village’s Future Annexation Areas *continued*

Vice Mayor Bickel suggested they revisit the idea in six (6) months if Juno Beach had not followed through on the voluntary annexation plan.

A motion was made by Councilmember Mullinix and seconded by Councilmember Searcy to proceed with WGI to provide a feasibility study in an amount not to exceed \$50,000.

Mayor Norris opened the item to public comment.

Deborah Cross, 2560 Pepperwood Circle South, stated that she really liked the decision to pursue annexation, but was concerned about area 4 and wanted to make sure North Palm Beach protected itself as much as possible.

Orlando Puyol, 149 Ebbitide Drive, asked if there was any way to swap the “flag” lot and the daycare so the daycare could be in Palm Beach Gardens and the “flag” lot could be in North Palm Beach, because that would be more logical.

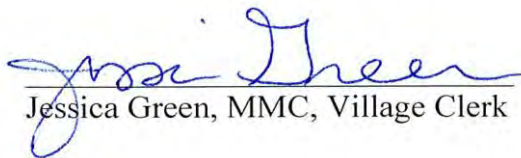
Village Attorney Rubin explained that the Village had pursued that option previously and Palm Beach Gardens had ultimately decided they were not interested.

There being no further comment from the public, Mayor Norris closed the item to public comment.

The motion to proceed with WGI to provide a feasibility study in an amount not to exceed \$50,000 passed unanimously.

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 7:42 p.m.



Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH**  
**Leisure Services**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: November 15, 2023

SUBJECT: **RESOLUTION** – Approving a Contract with Christmas Designers, Inc. d/b/a Christmas Designers Florida for Holiday Lighting and Décor at a Total Cost Not to Exceed \$27,547.00 for Fiscal Year 2024, and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

Village Staff requested proposals for holiday lighting and decor for the 2023-2024 Holiday Season for various Leisure Services locations, including the Library, Veterans Park, Anchorage Park, and the Community Center. Staff received the following quotes for Holiday Lighting:

Vendor	Cost
Christmas Designers Florida	\$27,547.00
Temple Outdoor Decor	\$28,892.50
Clarks Outdoor Decor	\$30,157.00

Christmas Designers Florida submitted the most cost-effective proposal to the Village. Their proposal encompasses the installation of pure white lights at the Library, Veterans Park, Anchorage Park, and the Community Center. In addition, it includes the provision of one 20-foot tree and one 60-inch wreath adorned with a vibrant red glitter bow, both of which will adorn Veterans Park.

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

**Account Information:**

Fund	Department	Account Description	Account Number	Amount
General Fund	Parks and Recreation	Contractual Services	A8028-33491	\$27,547.00

**Recommendation:** Village Staff recommends Council consideration and adoption of the attached Resolution approving a Contract with Christmas Designers, Inc. d/b/a Christmas Designers Florida for holiday lighting and décor at the Library, Veterans Park, Anchorage Park, and the Community Center at a cost not to exceed \$27,547.00 for Fiscal Year 2024, with funds expended from Account No. A8028-33491 (Contractual Services), 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 CONTRACT WITH CHRISTMAS DESIGNERS, INC. D/B/A CHRISTMAS DESIGNERS FLORIDA FOR HOLIDAY LIGHTING AND DÉCOR FOR THE 2023-2024 HOLIDAY SEASON AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited proposals for holiday lighting and décor at Leisure Services facilities for the 2023-2024 (Fiscal Year 2024) holiday season; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal from Christmas Designers, Inc.; and

WHEREAS, because the total amount of the Contract exceeds \$25,000, Village Council approval is required; and

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

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

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

Section 2. The Village Council hereby approves a Contract with Christmas Designers, Inc. d/b/a Christmas Designers Florida for holiday lighting and décor for the 2023-2024 holiday season at a cost of \$27,547.00, with funds expended from Account No. A8028-33491 (Parks and Recreation – Contractual Services), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

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

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

## **CONTRACT**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and CHRISTMAS DESIGNERS, INC. d/b/a CHRISTMAS DESIGNERS FLORIDA, a Florida corporation, whose Federal I.D. No. is 59-2013988.

WHEREAS, the VILLAGE is in need of a contractor to provide holiday lighting and décor at facilities owned by the VILLAGE; and

WHEREAS, CONTRACTOR provided the VILLAGE with a Proposal for such services, and the VILLAGE wishes to accept CONTRACTOR'S Proposal in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

A. CONTRACTOR shall perform the services for the 2023-2024 holiday season (Fiscal Year 2024) as outlined in its Holiday Program 2023 Proposal, a copy of which is attached hereto and incorporated herein by reference ("Work").

B. CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time such services are performed.

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

The term of this Contract shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE through the 2023-2024 holiday season, unless otherwise terminated in accordance with Article 8.

### **ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.**

A. The VILLAGE agrees to compensate CONTRACTOR in an amount not to exceed Twenty-Seven Thousand Five Hundred and Forty-Seven Dollars and No Cents (\$27,547.00) for the 2023 holiday season.

B. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposal without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

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

D. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has 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 the Work.

#### **ARTICLE 4. INSURANCE.**

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

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

#### **ARTICLE 5. PERSONNEL.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.
- B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized, or permitted under state and local law to perform such Work.
- C. All of CONTRACTOR's personnel while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

## **ARTICLE 6. 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 the CONTRACTOR and/or its subcontractors, agents, servants or employees.

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

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

## **ARTICLE 7. INDEPENDENT CONTRACTOR.**

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

## **ARTICLE 8. TERMINATION.**

This Contract may be terminated by CONTRACTOR upon thirty (30) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 9. SUCCESSORS AND ASSIGNS.**

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

## **ARTICLE 10. ACCESS AND AUDITS.**

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

## **ARTICLE 11. ENFORCEMENT COSTS.**

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

## **ARTICLE 12. NOTICE.**

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

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

and if sent to the CONTRACTOR shall be mailed to:

Christmas Designers, Inc.  
3124 N.W. 16<sup>th</sup> Terrace  
Pompano Beach, FL 33064

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

### **ARTICLE 13. ENTIRETY OF CONTRACTUAL AGREEMENT.**

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

### **ARTICLE 14. TERMINOLOGY AND CAPTIONS.**

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

### **ARTICLE 15. PREPARATION.**

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

### **ARTICLE 16. MATERIALITY.**

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

### **ARTICLE 17. EXHIBITS AND CONTRACT DOCUMENTS.**

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

### **ARTICLE 18. LEGAL EFFECT.**

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

### **ARTICLE 19. SURVIVABILITY.**

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



## **ARTICLE 20. WAIVER OF SUBROGATION.**

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

## **ARTICLE 21. WARRANTY.**

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

## **ARTICLE 22. REPRESENTATIONS/BINDING AUTHORITY.**

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

## **ARTICLE 23. GOVERNING LAW, VENUE AND REMEDIES.**

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

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

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

## **ARTICLE 24. FEDERAL AND STATE TAXES.**

The VILLAGE is exempt from federal tax and state sales tax and use taxes. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

## **ARTICLE 25. INSPECTOR GENERAL**

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

## **ARTICLE 26. PUBLIC RECORDS.**

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

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

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

**ARTICLE 27. E-VERIFY.**

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with 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 belief 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.

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

**CONTRACTOR:**

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

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

Title: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_  
DAVID NORRIS,  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
JESSICA GREEN,  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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



# HOLIDAY PROGRAM 2023



## VILLAGE OF NORTH PALM BEACH

[www.ChristmasDesigners-FL.com](http://www.ChristmasDesigners-FL.com)

a: 3124 NW 16th Terrace, Pompano Beach FL 33064 p: (954) 973-4225 f: (954) 301-5770

The material contained herein is the property of Christmas Designers Florida.

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Proposal Village of North Palm Beach

Christmas Designers Florida

Pompano Beach, FL

Page 1 of 8



## LEGEND

Explanation of symbols  
on General Terms page

# PROPOSAL

## VILLAGE OF NORTH PALM BEACH Revised Holiday Program 2023

### AREA 1 – VETERANS PARK

Total 17.11 Amps



*Image from 2022 season – tree lights/décor will be different*

We will install one (1) 20' Christmas tree LED Pure White and customer owned topper.

- |   |   |             |
|---|---|-------------|
| 1 | 20' Majestic LED Pure White w/Customer Owned Topper<br><i>Ornament Package to be determined with customer</i> | \$ 8,520.00 |
|---|---|-------------|

We will install one (1) 60" LED Wreath lit with pure white lights and decorated in colors of the holiday with an 18" Red Glitter Bow. Located on the building, under the large trellis closest to the building.

- |   |  |           |
|---|--|-----------|
| 1 | 60" LED Wreath, Pure White, COTH w/18" Red Glitter Bow | \$ 495.00 |
|---|--|-----------|

For each of the six (6) Oaks, we will wrap the trunks with six (6) Pure White Commercial-grade LED light sets.

- |    |  |             |
|----|--|-------------|
| 36 | Commercial-grade LED light sets Pure White | \$ 1,224.00 |
|----|--|-------------|

For each of the thirteen (13) Royal Palms, we will wrap the trunks up to the boot with fourteen (14) Pure White Commercial-grade LED light sets and at the top do a 12" Color Band using two (2) Commercial-grade LED light sets. Alternating between Red and Green.

182	Commercial-grade LED light sets Pure White	\$ 6,188.00
14	Commercial-grade LED light sets Red	\$ 476.00
12	Commercial-grade LED light sets Green	\$ 408.00
	Equipment Charge	\$ 910.00

**TOTAL AREA 1** **\$ 18,221.00**

## **AREA 2 – VILLAGE LIBRARY**

**Total 13.91 Amps**



We will outline the entire (all sides) building with a total 400' of C7 12" spacing white cord light line with Pure White LED bulbs.

400'	C7 12" spacing white cord w/Pure White LED bulbs	\$ 2,400.00
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**TOTAL AREA 2** **\$ 2,400.00**

## **AREA 3 – ANCHORAGE PARK**

**Total 13.71 Amps**



We will outline the entire building with a total 400' of C7 12" spacing white cord light line with Pure White LED bulbs.

385'	C7 12" spacing white cord w/Pure White LED bulbs	\$ 2,310.00
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For each of the two (2) Light Poles, we will install one (1) 13'5" x 14" LED Pure White Garland, decorated in colors of the holiday with an 18" Red Glitter Bow.

2	13'5" x 14" LED PW Garland - COTH w/18" Red Glitter Bow	\$ 536.00
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<b>TOTAL AREA 3</b>		<b>\$ 2,846.00</b>
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## **AREA 4 – COMMUNITY CENTER**

**Total 5.01 Amps**



**\*no visible power**

For each of the six (6) Sabal Palms, located by the fitness equipment, we will wrap the trunks with seven (8) Pure White Commercial-grade LED light sets.

48	Commercial-grade LED light sets Pure White	\$ 1,632.00
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For each of the nine (9) Sabal Palms, located by the monument sign, we will wrap the trunks with eight (8) Pure White Commercial-grade LED light sets.

72	Commercial-grade LED light sets Pure White	\$ 2,448.00
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<b>TOTAL AREA 4</b>		<b>\$ 4,080.00</b>
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# GENERAL TERMS

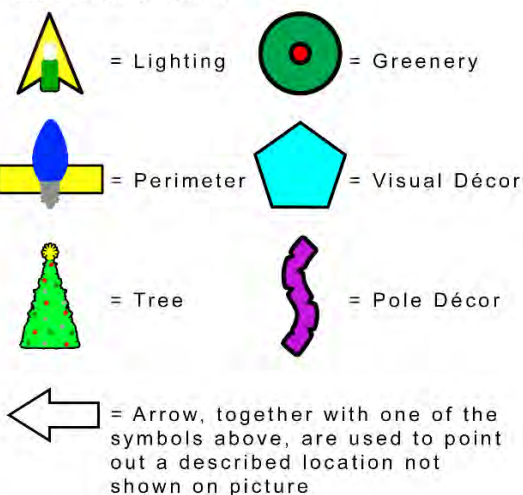
## VILLAGE OF NORTH PALM BEACH

### Holiday Program 2023

- ▶ No power cords will be run on the ground where there is pedestrian access, Customer is responsible for providing functioning outlets within twenty-five (25') of areas to be lit, **Please note;** Customer is responsible for turning power on during installation and service.
- ▶ All tree trimming to be completed by the 1<sup>st</sup> week in September and hedges by November 1<sup>st</sup>. *If not completed at time of installation, additional charge may incur.*
- ▶ If your proposal includes an exterior artificial Tree, Christmas Designers Florida always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.
- ❶ Lighting installation may begin the 2<sup>nd</sup> week of September with other jobs in the area.
- ❶ All visual decorations will be installed when lighting is turned on or no later than December 1<sup>st</sup> of each season under contract unless other arrangements have been made.
- ❶ All lighting will be serviced throughout the season from “turn on” through December 31<sup>st</sup>.
- ❶ All lighting will be disconnected the 1<sup>st</sup> week of January of each season under contract (not actual removal of the lights). To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.
- ❶ Removal of holiday lighting will begin the 1<sup>st</sup> week of January and be completed by the 2<sup>nd</sup> week of February.
- ❶ All visual decorations will be removed no later than January 15<sup>th</sup> of each season.

#### LEGEND

Explanation of symbols



# COST RECAP

## VILLAGE OF NORTH PALM BEACH

### Holiday Program 2023

Area 1 – Veterans Park	\$ 18,221.00
Area 2 – Village Library	\$ 2,400.00
Area 3 – Anchorage Park	\$ 2,846.00
Area 4 – Community Center	\$ 4,080.00
Service of Lights – Light up through December 31 <sup>st</sup> per season	<b>NO CHARGE</b>
<b>TOTAL VILLAGE OF NORTH PALM BEACH PER SEASON</b>	<b>\$ 27,547.00</b>

**LEASE TERM:** Contract Term is one (1) season commencing August 15, 2023 to December 31, 2024.

Revisions requested during this Term may incur an administration fee. \*Labor and equipment may be subject to inflation.

\*\* Transportation/Fuel Surcharge is due on current gas price surge and insufficient truck availability causing rental increases.

**PAYMENTS:** Seasonal Deposit payments of 50% due prior to September 1<sup>st</sup>, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract.

Balances over 30 days will incur a 1.5% finance charge per month.

Use of Payment Services will incur related surcharges. Use of any Credit Card will incur 3.5% surcharge.

Sales Tax is calculated to the best of proposer's knowledge. Accurate Sales Tax and County Tax will be applied on Final Invoice, unless a Tax-Exempt Certificate is provided beforehand.

**ACCEPTANCE:** All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance.

Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Once this Agreement is signed by both parties it becomes a contract.

This proposal may be withdrawn if not accepted within 30 days.

#### CUSTOMER:

By signing this agreement customer is acknowledging receipt of

[General Terms](#)

[Customer Awareness Information Sheet](#)

[Electrical Specifications – GFCI Responsibility](#)

Requested Light-Up Date\*

\* Christmas Designers Florida will work to accommodate Requested Light-Up Date; it is however not guaranteed. Installation schedule will need to be determined by Christmas Designers Florida in order to reach the date, and deposit invoiced must be paid in full.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name - Title

\_\_\_\_\_  
Date

**BILLING INFORMATION/E-MAIL:** \_\_\_\_\_

**CHRISTMAS DESIGNERS FLORIDA:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name - Title

\_\_\_\_\_  
Date

The material contained herein is the property of Christmas Designers Florida.

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Proposal Village of North Palm Beach

Christmas Designers Florida

Pompano Beach, FL

# ELECTRICAL SPECIFICATIONS

## VILLAGE OF NORTH PALM BEACH

### Holiday Program 2023

- ① 110-120 Constant voltage under load **REQUIRED**.
- ① All Amperage quoted at actual draw.
- ① **CUSTOMER** is responsible for providing 115 VAC power outlets within **twenty-five (25')** of lighting area and/or lighted décor.
- ① Reasonable hardware and power cords up to twenty-five (25') are **included**.
- ① Christmas Designers Florida is **NOT RESPONSIBLE** for outages due to ground fault interrupters (GFCI) or INSUFFICIENT ELECTRICAL REQUIREMENTS.

#### AREA 1 – VETERANS PARK

TOTAL AMPS AREA 1

17.11 amps

#### AREA 2 – VILLAGE LIBRARY

TOTAL AMPS AREA 2

13.91 amps

#### AREA 3 – ANCHORAGE PARK

TOTAL AMPS AREA 3

13.71 amps

#### AREA 4 – COMMUNITY CENTER

TOTAL AMPS AREA 4

5.01 amps



SEASONAL DECORATIONS • BANNERS • FLAGS

**HOLIDAY PROGRAM 2023****VILLAGE OF NORTH PALM BEACH**ATTN: [zsherman@village-npb.org](mailto:zsherman@village-npb.org)**VETERANS PARK**

1	20' Majestic LED <b>Pure White</b> w/Customer Owned Topper	\$ 9,050.00
1	60" LED Wreath, <b>Pure White</b> , COTH w/18" Red Glitter Bow	\$ 500.00

(6) Oaks, we will wrap the trunks with six (6) Pure White Commercial-grade LED light sets.

36	Commercial-grade LED light sets <b>Pure White</b>	\$ 1,260.00
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(13) Royal Palms, we will wrap the trunks up to the boot with fourteen (14) Pure White Commercial-grade LED light sets and at the top do a 12" Color Band using two (2) Commercial-grade LED light sets. Alternating Red and Green.

182	Commercial-grade LED light sets <b>Pure White</b>	\$ 6,370.00
14	Commercial-grade LED light sets <b>Red</b>	\$ 490.00
12	Commercial-grade LED light sets <b>Green</b>	\$ 420.00
	Equipment Charge	\$ 950.00
		<b>\$ 19,040.00</b>

**VILLAGE LIBRARY**

400'	C7 12" spacing white cord w/ <b>Pure White</b> LED bulbs	\$ 2,600.00
		<b>\$ 2,600.00</b>

**ANCHORAGE PARK**

385'	C7 12" spacing white cord w/Pure White LED bulbs	\$ 2,502.50
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(2) Light Poles, we will install one (1) 13'5" x 14" LED Pure White Garland.

2	13'5" x 14" LED PW Garland - COTH w/18" Red Glitter Bow	\$ 550.00
		<b>\$ 3,052.50</b>

**COMMUNITY CENTER**

(6) Sabal Palms, located by the fitness equipment, we will wrap the trunks with seven  
 (8) Pure White Commercial-grade LED light sets.

48	Commercial-grade LED light sets Pure White	\$ 1,680.00
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(9) Sabal Palms, located by the monument sign, we will wrap the trunks with eight (8)  
 Pure White Commercial-grade LED light sets.

72	Commercial-grade LED light sets Pure White	<u>\$ 2,520.00</u>
		<b>\$ 4,200.00</b>

<b>TOTAL 2023</b>	<b>\$ 28,892.50</b>
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 Authorized Signature

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 Printed Name - Title

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 Date



# CLARKS

## OUTDOOR DECOR™

SEASONAL DECORATIONS • BANNERS • FLAGS

### PROPOSAL

VILLAGE OF NORTH PALM BEACH - HOLIDAY 2023

#### **LOCATION: VETERANS PARK**

**Lighting:** 6 Oak Trees w/Pure White Lights

42	Commercial-grade LED light sets Pure White	\$ 1,428.00
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**Lighting:** 13 Royal Palms w/Pure White Lights & alternating red/green

195	Commercial-grade LED light sets Pure White	\$ 6,630.00
14	Commercial-grade LED light sets Red	\$ 476.00
12	Commercial-grade LED light sets Green	\$ 408.00
	Equipment Charge	\$ 980.00

**Visual Decor:** 20' Christmas Tree / Customer Owned Topper

1	20' Majestic LED Pure White w/Customer Owned Topper	\$ 9,000.00
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**Visual Decor:** 60" LED Wreath

1	60" LED Wreath, Pure White w/18" Red Glitter Bow	\$ 550.00
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**LOCATION ONE TOTAL** **\$ 19,472.00**

#### **LOCATION: VILLAGE LIBRARY**

**Lighting:** Outline Building

400'	C7 12" spacing white cord w/Pure White LED bulbs	\$ 2,800.00
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**LOCATION TWO TOTAL** **\$ 2,800.00**

**LOCATION: ANCHORAGE PARK****Lighting:** Outline Building

385' C7 12" spacing white cord w/Pure White LED bulbs \$ 2,695.00

**Visual Decor:** 2 LED Garland on Light Poles

2 13'5" x 14" LED PW Garland - COTH w/18" Red Glitter Bow \$ 600.00

**LOCATION THREE TOTAL \$ 3,295.00**

**LOCATION: COMMUNITY CENTER****Lighting:** 15 Sabal Palms w/Pure White Lights

135 Commercial-grade LED light sets Pure White \$ 4,590.00

**LOCATION FOUR TOTAL \$ 4,590.00**

**TOTAL COST HOLIDAY PROGRAM 2023 \$ 30,157.00**

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Authorized Signature

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Printed Name - Title

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Date



**VILLAGE OF NORTH PALM BEACH  
DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING MINUTES  
WEDNESDAY, SEPTEMBER 13, 2023 at 2:00 PM**

**Present:** Caryn Gardner-Young, Community Development Director  
Jamie Mount, Assistant Public Works Director  
Detective George Lopez, NPB Police  
Alice Everard, Planner  
Wayne Cameron, Building Official  
Kimberly Cawley, Senior Fire Inspector

**I. CALL TO ORDER**

Community Development Director Caryn Gardner-Young called the meeting to order at 2:00 p.m.

**II. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

There were no modifications to the agenda.

**III. NEW BUSINESS**

**A. VILLAGE OF NORTH PALM BEACH TOUCH-A-TRUCK SPECIAL EVENT IN ANCHORAGE PARK, 603 ANCHORAGE DRIVE**

The Village Parks and Recreation Department has applied for a special event permit to organize a Touch-A-Truck event in Anchorage Park on Saturday, September 23. During the event, children will have the opportunity to sit in and explore various trucks from the Public Works, the Fire Department, and other departments. Additionally, there will be a quiet hour from 10 a.m. to 11 a.m. A vendor will sell ice cream, and the Library staff will distribute free books to children. The Leisure Services Director, Zakariya Sherman, presented the application and provided all the necessary details about the event.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

1. Assistant Public Works Director Mount asked about the plans for restroom facilities and solid waste disposal. The applicant responded by saying that they plan to use the outdoor restrooms and staff would manage trash removal at the end of the day.
2. Detective Lopez asked whether law enforcement would be on duty for the event, to which the applicant responded that it has not been necessary in the past.
3. Senior Fire Inspector Cawley expressed concern about the lack of a hydrant on the property, which could affect the emergency response in case of a fire. The need for a hydrant was discussed, and past events held in another location were mentioned. However, the applicant said that a hydrant was not currently in the plans to improve the park, as some of the trucks require a hard surface.



4. During the meeting, Planner Everard inquired about the banners. The applicant provided details about the three different locations where the banners were displayed and explained the signage. The applicant also promised to send a photo of the banners via email.
5. Building Official Cameron reminded the applicant that they needed to provide insurance information from the vendor. The applicant confirmed that the necessary information had already been submitted.

**B. VILLAGE PLACE PUD MASTER PLAN APPROVAL**

The item has been rescheduled and will be discussed during the DRC meeting on September 21, 2023.

**C. DESANO PIZZERIA MINOR PUD AMENDMENT APPROVAL, 635 US-1**

An application was submitted by Desano Pizzeria to make minor modifications to the approved Commercial Planned Unit Development (PUD) located at 635 US-1. The proposed changes include adding a pass-through bar window on the north façade, a glass door, and six (6) bar seats. Zach Ciciera from Cotleur & Hearing (1934 Commerce Lane, Jupiter) presented the application on behalf of the applicant. He provided an overview of the application and the site plan, and confirmed that there would be no net increase in seating.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

- Senior Fire Inspector Crawley requested clarification on the maximum seating capacity, to which the applicant responded that it was 145 for the entire space.
- Planner Everard inquired about the type of windows that would be installed, and the applicant confirmed that they were fully hurricane-certified.
- Building Official Cameron reminded the applicant to consider the assumption that the door would be open while calculating the air-conditioned space, and the applicant agreed to consult with his team.
- Village staff asked whether there would be spare barstools for larger parties or if standing would be allowed, and the applicant explained that only six stools would be available.
- Building Official Cameron pointed out that there was no covering over the outdoor space, and the applicant mentioned that they were working on a revision that would be submitted the following week.
- Senior Fire Inspector Crawley expressed concern regarding the location of the fire alarm, and the applicant promised to investigate and report back.

**D. 2024 PROPOSED MEETING SCHEDULE APPROVAL**

Community Development Director Gardner-Young mentioned sending the schedule for 2024 via email. The group discussed potentially changing the meeting time and ultimately decided to move it to 1:30 p.m.

**IV. DISCUSSION ITEMS**

Senior Fire Inspector Crawley requested clarification regarding the Master Plan that was scheduled to come before the Committee the following week. Community Development Director Gardner-Young briefly explained.

**V. CONCLUDING REMARKS**

None.

**VI. ADJOURNMENT**

Community Development Director adjourned the meeting at 2:34 p.m.



**VILLAGE OF NORTH PALM BEACH  
DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING MINUTES  
WEDNESDAY, OCTOBER 11, 2023**

**Present:** Wayne Cameron, Building Official  
Jamie Mount, Assistant Public Works Director  
George Lopez, NPB Police  
Alice Everard, Planner  
Kimberly Cawley, Senior Fire Inspector

**Absent:** Caryn Gardner-Young, Community Service Director

**I. CALL TO ORDER**

Building Official Wayne Cameron called the meeting to order at 2:05 p.m.

**II. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

There were no modifications to the agenda.

**III. NEW BUSINESS**

**A. ST. CLAIRE MARDI GRAS**

The applicant submitted a revised site plan that shows the entrance/exit, tent location and dimensions, parking lots, rides, and sign locations. The applicant will also provide a fire certificate.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

1. The Assistant Public Works suggested supporting the garbage disposal process.
2. The Fire Inspector Requested the vendor's fire certificates, reminded the applicant that no cooking operations are allowed under tents occupied by the public, and requested a fire rescue application to be submitted prior to any approval.
3. The Planner requested clarification on the sign's height, which should not exceed 8 ft. per code requirements, and to provide licensing of food and alcohol vendors.

**B. DESANO PIZZERIA SECOND PETITION**

Zach Ciciera, Coteleur & Hearing presented three proposals on behalf of the applicant, along with a site plan:

- The Outdoor canopy and 46 outdoor seats, enhancing the space by adding seats, previous PUD was approved for tables and chairs. The outdoor plaza as it sits today does not consider inclement weather, and there is no customer circulation in regard to the relationship between the interior and the exterior.
- Five chimney stacks to accommodate three wood-fired ovens, the last two are for the fryer. Needed to provide direct airflow out of the roof.
- Two wall signs are under the maximum required square footage for the signage.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

1. The Detective enquired about customer protection from the surrounding area. The applicant's planner replied that the existing structure around the plaza and landscaping provide protection for the sitting area.
2. The Fire Inspector has requested installing the fire sprinkler protection and firewall devices under the canopy.
3. The Fire Inspector also requested information about valet parking arrangements, including a plan and description of where the valet parking will be staged and where the valet will park. The applicant's planner has responded by stating that they have not yet decided on the matter.
4. The Fire Inspector noted in their application that offsite parking will be used, but the applicant has not secured a location yet.
5. The Fire Inspector inquired if there will be dedicated "to go" parking spots. The applicant confirmed that 3-4 spots will be designated for "to-go" parking, with the primary loading area at the entrance.
6. The Fire Inspector inquired the final number of chimney stacks, to which the applicant confirmed there are five chimney stacks.
7. The Fire Inspector requested a revised seating plan and final seating count prior to approval.
8. The Planner requested clarification on the proposed outdoor seating colors, shared parking agreement, and sign details.
9. The Building Official recommended that the applicant's planner review the chimney venting options, and requested the submission of mechanical specifications that reflect the kitchen's equipment usage and airflow.

**C. VILLAGE OF NORTH PALM BEACH LINKS 5K GHOST RUN**

The applicant presented the site plan.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

1. The Fire Inspector inquired about the need for Fire and Rescue support at the event. Ensure rescue services are available and stationed in a designated area.

**D. VILLAGE OF NORTH PALM BEACH HALLOWEEN FESTIVAL**

The applicant presented the site plan.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

1. The Fire Inspector has requested tent permits and fire certificates for the event. It is important to reiterate that cooking is not allowed under the tents. The location of generators should be displayed on the site map and positioned away from the public. LP tanks and fire extinguishers should also be indicated on the site plan. The area behind the food tents should be blocked off. Additionally, if cooking occurs, tents should be placed at least 10 feet apart.
2. The Planner has requested insurance for DJ and lighting services, Jupiter Bounce, and a Petting Zoo.
3. The Building Official recommends keeping extension cords away from walkways.

**IV. DISCUSSION ITEMS**

None.

**V. CONCLUDING REMARKS**

None.

**VI. ADJOURNMENT**

The Building Official adjourned the meeting at 2:45 PM.



**VILLAGE OF NORTH PALM BEACH  
DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING MINUTES  
THURSDAY, SEPTEMBER 21, 2023 at 2:00 PM**

**Present:** Caryn Gardner-Young, Community Development Director  
Jamie Mount, Assistant Public Works Director  
Detective George Lopez, NPB Police  
Alice Everard, Planner  
Wayne Cameron, Building Official  
Kimberly Cawley, Senior Fire Inspector  
Adam Swaney, Engineering Consultant

**I. CALL TO ORDER**

Community Development Director Caryn Gardner-Young called the meeting to order at 2:00 p.m.

**II. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

There were no modifications to the agenda.

**III. NEW BUSINESS**

**A. VILLAGE PLACE PUD MASTER PLAN APPROVAL**

The applicant presented a Master Plan or “Bubble Plan,” for a 13.155-acre development project at the former Twin City Mall site.

George Gentile, Principal of 2GHO presented on behalf of the applicant and introduced the team:

- Nader Salour, Principal, Cypress Realty, Project Developer
- Erik Cooper, Senior Project Engineer, Simmons & White
- Bryan Kelley, Senior Traffic Engineer, Simmons & White
- Alec Dickerson, Senior Planner, 2GHO

Mr. Gentile presented an overview of the application that is currently under development. The project falls under the provisions of the C3 Regional Business District, specifically PUD requirements adopted by the Council in early 2023. He explained that the project will be developed in two phases, the first being a Master Plan, followed by individual site plan approvals for each of the four parcels.

The Master Plan includes retail, commercial, and non-residential areas, apartments, condominiums, senior living, and a hotel. the plan is aimed to establish overall uses based on floor area ratio. In addition to that, the plan sets up project infrastructure to support adopted levels of service, locates pedestrian and vehicular circulation, and identifies open and civic spaces.

Mr. Gentile explained that the site is divided into four parcels, and each parcel will undergo a separate site plan approval process. He reviewed the maximum heights, acreage, and design themes of the mixed-use project and then shared images and renderings to help illustrate the project.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

1. Assistant Public Works Director Mount inquired about the plan that included both apartments and condominiums and asked if there would be a future transition of the apartments to condominiums. The applicant responded that there was no difference in the quality of the two products except for size. It could be transitioned, which was not part of the plan at the moment.
2. Detective Lopez stated he was looking at the plan from the perspective of preventing crime and had no questions. The applicant asked if he should provide space for law enforcement on site. Detective Lopez replied that he would share the question with Police Department's leadership and report back. Briefly discussed proactive safety measures.
3. Community Development Director Gardner-Young asked if there were any other community partnerships being considered, apart from the community park and potential Police substation. The applicant responded that they were open to discussion.
4. Fire Inspector Cawley inquired about the overall site plan and when it would be in. She expressed her need for information such as hydrant locations, connectivity, and AutoTURN, which was not included in the present step. The applicant clarified that they would install all the infrastructure in at once, rather than phasing it, and discussed access points and traffic patterns.
5. Community Development Director Gardner-Young informed that staff required the inclusion of utilities and access on the plan. The applicant mentioned that a study had been conducted to ensure the roads were appropriately size. He explained the plan calls for 20-foot setbacks, which would provide more room for utilities than usual. The staff and the applicant briefly reviewed the conceptual engineering plan.
6. Fire Inspector Cawley outlined the fire access lane requirements, including 20-foot width without median and distance to entry doors. Discussion with the applicant ensued as to appropriate locations. Consensus was to have Fire Inspector Cawley sit down with the designer to review fire requirements.
7. Engineering Consultant Swaney mentioned most of his comments would be addressed with more developed plans, including those regarding turning radiuses and ADA access. He enquired about coordination with Palm Beach

County, and the applicant confirmed that a meeting was scheduled next week to go over the Master Plan with the county.

8. Planner Everard pointed out there is a significant amount of bus usage along US-1, and the area is known for a large school hub. She inquired if there were any plans for dedicated bus stops. The applicant responded that they did not anticipate many children residing in the project. He noted the School Board usually initiates contact about developing a stop, and they had not yet been contacted.
9. Community Development Director Gardner-Young suggested that the applicant contact Palm Tran to obtain a concurrency letter. The applicant expressed concerns regarding pull-offs, stating that Palm Tran does not typically prefer them as it is difficult to get back on the road. However, they agreed to reach out to Palm Tran for guidance.
10. Planner Everard asked about the process for submitting waiver requests. The applicant replied that they were trying avoid waivers, but would submit them if required during the site plan process.
11. Planner Everard inquired about parking garages, and the applicant replied that each parcel would park its own uses with podium construction.
12. Community Development Director Gardner-Young asked whether the phasing plan had been determined. The applicant explained that they preferred to keep the option open regarding the order of development of the parcels, as the infrastructure was being developed together. The applicant agreed to submit a phasing plan, noting that it is subject to change due to the flexibility required.
13. Planner Everard enquired about the contents of each parcel. The applicant provided an overview of the tentative plan and discussed the hotel piece. The discussion shifted towards the phasing plan.
14. Community Development Director Gardner-Young stated she had previously requested tax information. In response, the applicant stated it was almost complete.
15. Community Development Director Gardner-Young asked whether the plan was to fence off each parcel to manage construction aesthetics and security. The applicant clarified that construction fences would only be installed on the individual parcels, while the undeveloped parcels would be left as open grass.
16. Detective Lopez highlighted that due to the size of the project, numerous tradespeople would be working on the site. He emphasized the importance of incorporating security measures into the plan. The applicant confirmed this would be addressed.



17. Community Development Director Gardner-Young inquired about the timeline for the stop light from the county. The applicant advised it was yet to be determined.
18. The applicant requested clarification on the process for connecting to a fire hydrant and running hoses. Fire Inspector Cawley explained the process and assured the Operations Chief would be available to meet with the applicant's team.
19. Community Development Director Gardner-Young stated that addresses for the property were required before submitting for building permits. The applicant agreed to work on an address plan.

**B. OUTDOOR SEATING PERMIT ZONING TEXT AMENDMENT**

Item not addressed.

**IV. DISCUSSION ITEMS**

None.

**V. CONCLUDING REMARKS**

None.

**VI. ADJOURNMENT**

Community Development Director adjourned the meeting at 2:56 p.m.



**VILLAGE OF NORTH PALM BEACH  
DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING MINUTES  
THURSDAY MAY 18, 2023**

Present: Caryn Gardner-Young, Community Service Director  
Jamie Mount, Assistant Public Works Director  
Chad Girard, Public Works Director  
George Lopez, Detective NPB Police  
Adam Swany, Engineering Consultant  
Alice Everand, Planner  
Wayne Cameron, Building Official  
Kimberly Cawley, Senior Fire Inspector

**I. CALL TO ORDER AND ROLL CALL**

Community Development Director Caryn Gardner-Young called the meeting to order at 2:02pm and asked the DRC members to introduce themselves.

**II. PURPOSE OF DRC**

- The purpose of DRC is for the applicant to explain the purpose, design and intent of his/her project. During the meeting, both the applicant and Village staff can express comments and concerns of the proposed project. After the DRC meeting, Village staff will provide an email to the applicant providing their comments and code requirements.

**III. NEW BUSINESS**

**1. APPLICATION FOR 200 YACHT CLUB DR SITE PLAN AND APPERANCE**

- Urban Design Studio submitted an application on behalf of Robins NPB LLC for Site Plan Approval. The project is a 4.09-acre property located at the southeast corner of Yacht Club Dr. and US HWY 1. It is a mixed-use project with 147 residential units and 1,978 square feet of commercial space. It includes a workforce housing density bonus request for 36 dwelling units with a 12 dwelling workforce housing unit bonus. The application included six (6) waiver requests.
- Ken Tuma (610 Clematis St, West Palm Beach) began the applicant's presentation and introduced his team, including Lindsey (planner), Michelle (site designer), Jamie (civil engineer), Brian (transportation engineer), and Scott (developer). They provided an overview of the project, highlighting changes, additions, and eliminations from previously submitted documentation.
- Lindsey delivered a PowerPoint presentation to explain the project further. They discussed the requested waivers, including waiver 1 for a farther setback from US 1 to incorporate more landscaping. Additionally, they explained the need for a frontage percentage variance, a door recess variance, and a waiver for CMU requirements to allow a setback for the building signage. The sidewalk waiver was found to be inconsistent and was eliminated.
- **THE DRC MEMBERS DISCUSSED THE FOLLOWING:**
  1. There was a request to relocate dumpsters for easier access along the alley and to consider additional recycling totes. The applicant stated they would look into it.
  2. Village staff expressed concerns about the submitted drainage statement and the need for an additional FDOT permit.

## **Minutes of Village Development Review Committee Meeting held on May 18, 2023**

3. Fire hydrant locations should be relocated inside the site off US 1, and there may be a need for additional hydrants.
4. It was expressed that increased truck sizes may require larger turns on the site.
5. The stormwater exfiltration trench appears to be inadequate based on initial calculations.
6. Village staff inquired about the remaining commercial space, and the applicant clarified that 1,500 square feet would be in front of the parcel, with the rest being residential, but with the option to convert to commercial.
7. Village staff questioned if converting the space to commercial will affect parking. The applicant stated that mixed use zoning regulations would account for this issue.
8. Concerns were raised about future changes to strictly commercial use, and the applicant stated that the market would determine the property's use.
9. Inconsistencies were noted regarding the live-work building, and amendments would be required if changes were requested. The applicant stated that they were removing the live-work units.
10. Village staff requested additional information on the workforce housing units.
11. Village staff requested the submission of photometric and landscape plans together in one packet during resubmission. The applicant agreed and mentioned the inclusion of a narrative and previous photometric and landscape plans.
12. Village staff emphasized that the design of the new sidewalk should match the surrounding area. The applicant assured that their design, still pending approval, would align with the surroundings.
13. Third-party verification was requested by Village staff to avoid future issues, and the applicant agreed to provide the necessary approvals.
14. Concerns were raised about traffic conditions, and the applicant assured that their traffic engineer would address any issues.

### **IV. DISCUSSION ITEM**

None.

### **V. CONCLUDING REMARKS**

None.

### **VI. ADJOURNMENT**

The meeting adjourned at 2:53 PM.

Minutes typed by Christian Boylan



**VILLAGE OF NORTH PALM BEACH  
DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING MINUTES  
WEDNESDAY JUNE 14, 2023**

Present: Caryn Gardner-Young, Community Service Director  
Jamie Mount, Assistant Public Works Director  
George Lopez, Detective  
Alice Everand, Planner  
Kimberly Cawley, Senior Fire Inspector

Absent: Wayne Cameron, Building Official  
Chad Girard, Public Works Director

## **I. CALL TO ORDER**

Community Development Director Caryn Gardner-Young called the meeting to order at 2:06pm.

### **A. ROLL CALL**

Development Review Committee members Chad Girard, Public Works Director and Wayne Cameron, Building Official were absent.

## **II. PURPOSE OF DRC**

- The purpose of DRC is for the applicant to explain the purpose, design and intent of his/her project. During the meeting, both the applicant and Village staff can express comments and concerns of the proposed project. After the DRC meeting, Village staff will provide an email to the applicant providing their comments and code requirements.

## **III. NEW BUSINESS**

### **1. APPLICATION FOR 529 NORTHLAKE BOULEVARD SITE PLAN AND APPERANCE**

- Cotleur and Hearing Inc., on behalf of Northlake 529 LLC, submitted an application for Site Plan Approval to expand an existing vacant restaurant located at 529 Northlake Blvd. The proposal aims to expand and enhance the current structure for the new restaurant tenant. The application includes a building expansion of 1,334 square feet, an additional 500 square foot outdoor dining section, and an extension of the parking lot with a one-way loop. It also includes updates to the existing monument sign and introduces a new color scheme for the building and new building signage

- Nicole Plunkett of Cotleur & Hearing Inc. accompanied by Paul Davis (applicant/owner) and Jim Wesson (civil engineer) presented their project.

### **- THE DRC MEMBERS DISCUSSED THE FOLLOWING:**

1. Village staff requested that the dumpster location and orientation be altered to facilitate garbage retrieval. Staff also requested an AutoTURN report for both dump trucks and fire trucks. The applicant expressed willingness to look into these requests.
2. Village staff expressed concerns regarding the plans for twelve (12) inch pipes and suggested using fifteen (15) inch piping. The applicant questioned staff if fifteen (15) inch pipes are a code requirement, to which staff clarified that it is not mandatory but recommended. The applicant agreed to use the suggested fifteen (15) inch pipes.

**Minutes of Village Development Review Committee Meeting held on June 14, 2023**

3. Village staff requested the submittal of outside agency approvals from Seacoast, FDOT, PalmTran and SFWMD.
4. Village staff questioned the presence of a sprinkler system for the building. The applicant confirmed that sprinklers would not be used.
5. Village staff expressed concern about the handicap parking space and adjacent parking space, highlighting potential space issues and traffic interference upon entering the site.
6. Staff asked the applicant about plans for outdoor seating and mentioned the need for additional permits, noting that allowances related to Covid-19 would not be grandfathered. The applicant confirmed the inclusion of outdoor seating but did not comment on the required permits.
7. Village staff urged the applicant to remove current, Nonna Maria, signage as soon as possible.
8. Village staff questioned the location of electrical infrastructure and the applicant responded it would be overhead.
9. Village staff asked the applicant if they would be serving liquor and emphasized the requirement for a liquor license. The applicant confirmed their intention to serve liquor.

**IV. DISCUSSION ITEM**

None.

**V. CONCLUDING REMARKS**

None.

**VI. ADJOURNMENT**

The meeting adjourned at 2:35 PM.

Minutes typed by Christian Boylan



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

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

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**Environmental Committee Meeting**

**MINUTES**

**Anchorage Park**

**Monday, October 2, 2023**

**6:05 pm**

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:05 pm.
2. Roll Call:  
Present: Karen Marcus, Mary Phillips, Kendra Zellner, Shawn Woods, Brian Bartels, Ellen Allen, and Lisa Interlandi  
Absent:  
Also Present: Marc Holloway, Field Operations Manager
3. The Minutes of the Sept 11, 2023, regular meeting was approved.
4. Public Comments –
  - a. Jack Baldwin from 753 Lagoon Drive expressed his concern with bougainvillea plants that were recently planted in the swale adjacent to his house. Code enforcement advised Mr. Baldwin that it is public works' jurisdiction. There is no line-of-sight issues but he is concerned with about the plants containing thorns near the sidewalk.
5. Community Garden Update – seed and plant swap is Oct 22<sup>nd</sup>. They need a tool shed but must wait for master planning completion. The committee recommended a storage box or bench. Some gardeners have been using pesticides, which that is against the rules. They are looking for a speaker to discuss alternatives to pesticides. Arbor day is January 20<sup>th</sup>.
6. Update from SME on Earman River pollution control SFLWMD- No update from SME. It was recommended that NPB use their drone to take video of the Earman River to investigate the pollution concerns. Marc will perform random inspections to some of the storm drains near businesses to see if they are collecting debris.
7. Non-profit teen group clean ups- some groups cleaning at Lakeside Park noticed that it is difficult to locate trash cans near the beachfront.

8. Marc will request a video from SWA instead of a tour. The Committee recommended opening the tour invitation to the public.
9. Speaker Series- Representative for Jonathan Dickinson will cover the burn event. Brian will check with FPL speaker for December 9<sup>th</sup>.
10. Update on the recycling bin tops- Marc will get feedback from staff.
11. Update on the tree planting at the community center- all of the trees lived.
12. Bird Village- The proposed grand opening and day to hang the bird houses is March 9<sup>th</sup>. Kendra will schedule a meeting with Megan H, about arts and crafts day January and February. Kendra will contact Home Depot to inquire about their bird house building classes and to request birdhouse donation. I'd like to see if the Garden committee is interested in doing a bird house painting instead of rock painting for garden fest Jan 20.
13. Previous newsletter- The importance of not cutting down a tree (right tree, right location).Next article is about unregistered landscapers/blowing debris in the street/canal and registered landscapers.
14. Member Comment- none.
15. Staff Comment- none.
16. Next meeting- The next meeting will be on November 6, 2023 at 6:00 pm at Anchorage Park.
17. Adjournment- the meeting adjourned at 7:21 pm.







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

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

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**Environmental Committee Meeting**

**MINUTES**

**Anchorage Park**

**Monday, September 11, 2023**

**6:02 pm**

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:02 pm.
2. Roll Call:  
Present: Karen Marcus, Mary Phillips, Kendra Zellner, Shawn Woods, Brian Bartels, Ellen Allen,  
Absent:  
Also Present: Marc Holloway, Field Operations Manager; Darryl Aubrey, Council Member
3. The Minutes of the Aug 7, 2023 regular meeting were approved.
4. Public Comments – None.
5. Community Garden Update – Amanda Jones, Secretary for Community Garden Committee. All plots were assigned. They are finalizing events for the season. Garden Fest will coincide with Arbor Day. Lisa recommended community beds get installed outside of the fence to help with weed edging, and recommended a new composting system.
6. SWA Tour- Maybe Friday October 6<sup>th</sup>.
7. Tree planting at the community center- Rick planted the trees.
8. Speaker Series- Brian advised that FPL will speak at the next event in October. The discussion will be about their zero emission goals and community solar program. Ellen is trying to schedule a speaker for prescription burns on October 7<sup>th</sup> or 14<sup>th</sup>, then FPL speaker for November the 11<sup>th</sup>. Karen recommended getting SWA to speak in January.
9. Marc will provide dates for SWA tour for recycling.
10. Marc advised that residents at 744 Lagoon Drive planted bougainvillea shrubs in the swale after approval. There is no sightline issue, and it is not impacting drainage.

11. Bird Park/ City- The Committee agreed that Mary and Kendra will move forward with planning.
12. Usage of Artificial turf code passed, however, it limits to only installing in the backyard and side yard.
13. Kendra still agrees to being the Secretary.
14. Recycling bin tops- feedback from Zak is the tops are working. Brett will start monitoring the bins.
15. Karen will attempt to gather photos of debris, vegetation, or trash in the Earman. Lisa will look into who to contact about preventing debris getting into the lagoon.
16. Previous newsletter- Shade trees. Next article is unregistered landscapers/blowing debris in the street/canal and registered landscapers.
17. Member Comment-
  - a. Karen reminded the group about the Arbor Day proclamation at the next council meeting.
18. Staff Comment-
  - a. Marc advised that most landscapers are unregistered in NPB.
  - b. Marc sent Ed the letter about booking bulk pick up by apt only.
19. Next meeting- The next meeting will be on October 2, 2023 at 6:00 pm at Anchorage Park.
20. Adjournment- the meeting adjourned at 7:15 pm.





# VILLAGE OF NORTH PALM BEACH GENERAL EMPLOYEES RETIREMENT SYSTEM

## MINUTES: AUGUST 1, 2023

1. Alan Kral called North Palm Beach General Pension of the Board to order at 9:05 AM and called roll. Those persons present included:

### TRUSTEES

Alan Kral, Chairman  
Myrna Williams, Secretary  
Paul Wieseneck, Trustee  
Francine Mantyh, Trustee  
Becky Ring, Trustee

### OTHERS

Amanda Kish, Administrator (Resource Centers)  
Blake Myton, Investment Consultant (SunTrust)  
Bonni Jensen, Attorney (Klausner Kaufman Jensen & Levinson)

2. Welcome New Trustee

The Board welcomed Trustee Becky Ring.

3. APPROVAL OF MINUTES

The Trustees reviewed the Minutes for June 5, 2023, the Board made a change to the minutes.

- Trustee Alan Kral moved to approve the minutes for June 5, 2023, Trustee Myrna Williams seconded the motion and approved by the Trustees 5-0.

4. APPOINTMENT OF CHAIRMAN AND SECRETARY

The Board discussed the appointment of Chairman and Secretary. The Board moved a motion for Alan Kral to act as Chairman and Paul Wieseneck to act as chairman next year. The Board also moved a motion for Myrna Williams as secretary.

- Trustee Paul Wieseneck approve Alan Kral as Chairman and Myrna Williams as Secretary of the Board, Trustee Francine Mantyh seconded the motion and approved by the Trustees 5-0.

5. REPORTS

### Investment Consultant: Sterling (Blake Myton)

Mr. Myton addressed the market performance for the 2nd quarter, which reflected a positive return. Mr. Myton continued to review the plans asset allocation and market environment. This showed that the portfolio was up for the quarter. The asset holdings for June 30<sup>th</sup> were \$18,434,381.27, showing that the returns for the total portfolio were 3.38% compared to the benchmark of 3.59%. The fiscal year return was 16.05% compared to the benchmark of 16.15%. He continued to review the asset class in the portfolio. Based on the review of the holding for June 30<sup>th</sup> and the asset allocation comparison the Fund's performance was within projections.

- Paul Wieseneck made a motion to approve the quarterly investment report. The motion received a second from Myrna Williams, approved by the Trustees 5-0.

### Attorney Report:(Bonni Jensen)

#### House Bill 3:

Mrs. Jensen addressed House Bill 3. This Bill governs how the Pension Fund implements investment decisions and the pecuniary factors. The law requires a report to be filed by December 15<sup>th</sup>. The state has not provided much information on how the report will be filed. The Investment Policy Statement will need to be revised to incorporate the new law. The Investment Policy Statement will be presented at the next meeting. A discussion ensued regarding the house Bill 3.

#### Article Regarding Fraud:

Mrs. Jensen presented an article regarding pension fraud for over 30 years. The man collected his mother's pension for

over 30 years.

**Administrative Report(Amanda Kish)**

**Fiduciary Liability Quote:**

Mrs. Kish presented the Fiduciary Liability Insurance Quote. The Board reviewed the quote in detail.

6. PLAN FINANCIALS

The Board reviewed the Warrant dated August 1, 2023

- Trustee Paul Wieseneck moved to approve the warrant dated August 1, 2023. The motion received a second from Myrna Williams, approved by the Trustee 5 -0.

7. OTHER BUSINESS

8. PUBLIC COMMENTS

9. ADJOURNMENT

There being no further business and the Board having previously scheduled the next regular meeting for Tuesday November 7, 2023 @ 8:30 AM, Paul Wieseneck made a motion to adjourn the meeting at 9:57 AM. The motion received a second from Alan Kral, approved by the Trustees 5-0.

Respectfully submitted,

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Myrna Williams, Secretary

# **VILLAGE OF NORTH PALM BEACH LIBRARY ADVISORY BOARD MEETING MINUTES**

**DATE: September 26<sup>th</sup>, 2023**

## **CALL TO ORDER**

Chair Bonnie Jenkins called the meeting to order at 7:00 pm.

## **ROLL CALL**

Bonnie Jenkins, Chair  
Carolyn Kost, Member  
Phyllis Wissner, Member  
Tina Chippas, Member  
Darryl Aubrey, Village Council Member  
Brad Avakian, Secretary  
Orlando Puyol, member of the public  
Ivonne Hoecker, member of the public  
Francesca Wernisch, member of the public  
Kate DeWitt, member of the public  
Lauren Preusz, member of the public  
Julie Morrell, Library Manager  
Christine DelGuzzi, Vice Chair-Absent  
Leslie Metz, Member-Absent

## **APPROVAL OF MINUTES**

Member Wissner moved to accept the Minutes for previous meeting, motion seconded by Member Kost. Motion passed unanimously.

## **MANAGER'S REPORT**

Library Manager Julie Morrell reported the following:

- Facilities: One of the little libraries at the parks was vandalized and had to be removed. The remaining three libraries are in good condition.
- Children's Programming: Four story times per week with an average of 30 parents and children attending. Junior League started Saturday storytimes again. The Conservatory School ("TCS") have resumed visits. Weekly Arts & Crafts ongoing. Art Appreciation on the third Friday of each month are averaging 17 parents and children. The library participated in a touch-a-truck event, promoting upcoming programs and giving away free books to around 1000 people.
- Teen Programming: Teen volunteers have been active in assisting and will be participating in the upcoming Halloween festival.
- Adult Programming: Knit and Crochet still meet every Monday, averaging 12 attendees. Adult Silent Film Series provides popcorn and lemonade or tea, 7 attendees at last screening. Book Club was held September 7th – *Someone Else's Shoes* by Jojo Moyes (16 attendees). Bingo had 17 attendees and Amerilife wants to continue to sponsor. Some staff attended Norton Art Museum book discussion for ideas for future book clubs at the Library.
- Friends of the Library: Back for the fall and have a Halloween themed raffle ongoing.

- Statistics: Overall circulation is up with an increase in checkouts compared to the previous year, despite disruptions caused by renovations.

## **NEW BUSINESS**

Library Display Policy: Discussion on the library's display plan based on past experiences with themes. The board discussed the need for flexibility in the display plan to allow for creativity. Member Kost moved to remove list of suggested monthly topics, Member Wissner seconded; motion passed unanimously.

There was also discussion of banned books and different opinions on what is considered objectionable or appropriate for children. It is also noted that there is no requirement from other libraries to notify in advance about their displays. One member of the public expressed concern about an advertisement in the Village newsletter and mentions a website called ala.org, which the commenter felt promotes library activism by displaying Statute of Liberty depiction and listing challenged books. The website for the American Library Association was discussed and what role it plays in the library field.

The board and members of the public discussed what was age appropriateness in displays and parental responsibility in monitoring what children read. A member of the public expressed concern about sexually explicit books being displayed in the young adult section of the library, as it could be accessed by minors. The library's policy of not allowing children under 13 to be unaccompanied in the library and the separation of the young adult from the children's room was further discussed as was the potential problems caused by moving young adult section upstairs to main library.

## **OLD BUSINESS**

Read for the Record: Library Manager Morrell provided updates on the "Read for the Record" event. The chosen book, *With Lots of Love*, portrays the journey of a young girl in America and her feelings of missing her grandmother. Nine copies of this book have been secured. Certain library staff will visit Alamanda to read the book to students. More copies are available for other interested individuals. Feedback on the number of readers is to be collected for the "Read for the Record" challenge.

## **MEMBER COMMENTS**

None.

## **PUBLIC COMMENTS**

None.

## **STAFF COMMENTS**

None.

## **ADJOURNMENT**

Meeting adjourned at 8:05 pm.

Respectfully submitted by Brad Avakian.

**Village of North Palm Beach  
Recreation Advisory Board Meeting  
MINUTES  
October 17, 2023 at 7:00 pm  
Anchorage Park**

**1) Call to Order:** Chair Budnyk

**2) Roll Call:** Roll Call – all present except Leigh Arwood (sick family member). No Village representative present.

**2) Approval of Minutes:** Jennifer Dumas made the motion and Ashely Knieriemen seconded.

**3) Public Comments:** None

**4) Director's Report:**

In the director's report, several key updates were provided. First, plans for the renovation of the boat ramp were discussed, with an upcoming meeting scheduled to review preliminary plans with Bill Sadler.

Progress on the dry storage project was also mentioned. Zak is waiting on final civil and electrical plans from Engenuity and FPL in order to prepare the bid proposal.

Regarding special events, it was reported that an RFP for fireworks had been completed, and Starfire had been awarded the contract. Additionally, the RFP for Heritage Day rides will be awarded to Big Fun Inc. in November.

Moving forward, the director provided insights into the progress of the master plan, which had involved a walkthrough of the two parks. Further steps included obtaining essential boundary surveys, a title commitment, and updated topographic and tree surveys, all of which were prerequisites for comprehensive planning.

The director then shifted the focus to ongoing repairs and renovations at the community center, including addressing roof damage caused by a tornado. An insurance re-evaluation was in progress.

Next, the director highlighted past and upcoming events, such as Touch a Truck, the Link 5K run, and the Haunted House. Emphasis was placed on effective advertising, such as Facebook ads, to promote these events and increase participation.



One significant initiative discussed was the need for a comprehensive sign audit across all parks, with a particular focus on Lakeside and Anchorage Park. The audit aimed to assess the condition and placement of signs, ensuring they met the needs of park visitors.

Lastly, it was noted that the Library recently renovated the upstairs restrooms with new painting, cove base, and ceiling tiles.

## **5) New Business:**

- **Winter Camp:** Members were informed about the upcoming Winter Camp program, and they were asked if they had any questions related to this program. Camp will be 7 days in total (2 separate weeks; 3 days first week and 4 days second week), and is already sold out with a waiting list.
- **Food Trucks:** Discussion shifted to the topic of food trucks. It was noted that a food truck broker had contacted Francesca at the front desk with an interest in bringing food trucks to the area. The conversation revolved around the regulations and inspections required for food trucks. It was mentioned that according to the NFPA (National Firefighters Protection Association) guidelines, food trucks need to have their gas lines inspected similar to restaurants. This inspection necessitates the involvement of a licensed gas company, holding the necessary state licenses, to check and sign off on the gas lines. It was highlighted that many food truck owners are unaware of these requirements, making it challenging to explain these regulations to them. In addition, there have been many challenges in finding a licensed gas company willing to perform the inspections and give their approval. Luckily, staff found a licensed gas professional from South Florida willing to conduct inspections onsite for a fee of \$600. It was noted that the cost of \$30 per truck for inspections would be covered by the Village as well. It was further reported that ten food trucks were scheduled to participate in an upcoming "Beats and Eats" event in February, with additional events planned for May and September. An additional update mentioned the possibility of the NFPA reconsidering or eliminating these regulations in the future, with the potential requirement for food trucks to install a gas detector rather than undergoing comprehensive gas line inspections.
- **Commercial usage of Boat Ramp:** Concerns were raised about regulations for commercial use of the boat ramp, particularly regarding oversized commercial vehicles. Discussions were held regarding potential weight limitations and the need to possibly amend existing codes to address these concerns effectively. A new sign was installed at boat ramp.
- **Ice Machines at Anchorage:** The discussion then shifted towards the possibility of installing ice machines, with a proposal from resident Mr. Fillmore. The idea involved a vending-type contract, which would require an RFP and committee evaluation if multiple proposals were received. The ice machines would be placed at Anchorage, providing convenience to the community and even benefitting first

responders and Rec staff at events. Various logistical considerations were discussed, including monitoring usage and potential locations for the machines.

**6) Old Business:**

- Tornado Update/Community Center: The director provided an update on the ongoing repairs related to a tornado, including fence installation and lighting. Any remaining cleanup and trail fixes were also outlined. An observation regarding a possible hole in the southeast portion of the property was noted for further inspection.

**7) Member Comments:** Stephen passed along info from flag football coaches that they are looking for more communication from staff.

Additionally, there was feedback from coaches involved in flag football who sought clearer communication and scheduling information for their games, and the director confirmed that Corey typically sends out the schedules via email. The coaches' feedback was generally positive about the program's success.

**8) Staff Comments:** None.

**9) Adjournment:** Stephen made motion and Rita seconds. 7:53pm

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

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Samia Janjua, Deputy Village Manager

DATE: November 15, 2023

SUBJECT: **ORDINANCE – 2nd Reading – General Fund Fiscal Year End 2023 Budget Amendment**

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The Finance Department has completed a preliminary year-end review of our 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 we 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 we propose 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.”*

**Budget Amendment:**

Fund	Department	Use	Source
General Fund	Interest Earnings		\$400,000
General Fund	Recreation	\$400,000	
<b>Total</b>		<b>\$400,000</b>	<b>\$400,000</b>

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

At its October 26, 2023 meeting, the Village Council adopted the Ordinance on first reading without modification.

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

**Recommendation:**

**Village Staff recommends Council consideration and approval on second 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.**

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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		\$400,000
General Fund	Recreation	\$400,000	
<b>Total</b>		<b>\$400,000</b>	<b>\$400,000</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.

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

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

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9 (Village Seal)

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MAYOR

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13 ATTEST:

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18 APPROVED AS TO FORM AND  
19 LEGAL SUFFICIENCY:

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

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: November 15, 2023

SUBJECT: **ORDINANCES 1st Reading – Involuntarily Annexation of Three Unincorporated Areas within the Village's Future Annexation Area (Area 1 – Portage Landing and Hidden Key; Area 2 – Ellison Wilson Road; and Area 3 – Pirate's Cove/Canal Road)**

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At its October 17, 2023 special session, the Village Council directed Staff to initiate the involuntary annexation of three areas within the Village's future annexation area. Section 171.0413, Florida Statutes, authorizes the Village to annex areas of contiguous, compact, and unincorporated territory into the Village's corporate limits through the adoption of an ordinance. Each such ordinance shall propose only one reasonably compact area to be annexed. Following the adoption of each ordinance and prior to the annexation ordinance becoming effective, the Village is required to submit each ordinance to a vote of the registered electors of the area proposed to be annexed. Annexation is a legislative act governed by exclusively by state statute.

As authorized by the Village Council, the Village retained the services of WGI, Inc. to prepare and file with Palm Beach County a feasibility study for each of the three areas. As required by Section 171.042(1), Florida Statutes, the feasibility study must demonstrate the Village's plans to provide urban services to the areas to be annexed. WGI completed and submitted the completed feasibility study to the County within the statutory timeframe. Additionally, as required by Section 171.042(3), Florida Statutes, the Village, with the assistance of WGI, mailed written notice to each person who resides or owns property within the areas proposed to be annexed. Finally, Village Staff and WGI worked with the Supervisor of Elections (SOE) to ensure that the SOE had all information required to prepare the necessary referendum ballots for the March election.

Each Ordinance provides for the annexation of a contiguous and compact area of unincorporated Palm Beach County and sets forth the ballot title and an explanatory statement. The referendum elections shall be conducted on March 19, 2024, the same day as the Village's general election. If a majority of the registered electors in the annexation area vote in favor of the referendum, the area will be annexed into the Village. Conversely, if a majority of the registered electors in the annexation area vote against the referendum, the Ordinance for that area shall be automatically repealed and be of no force and effect. The Village originally anticipated that the Annexation Ordinances would be effective October 1, 2024 to coincide with the Village's fiscal year. However, because the annexed areas would need to be assigned new precincts prior to the November 2024 national election, at the request of the Supervisor of Elections, each of Annexation Ordinances will be effective on January 1, 2025. Pursuant to state statute, the Ordinances must become effective within one year of the date of the referendum.

The Annexation Ordinances propose the annexation of the following properties:

### **Ordinance for Annexation of Area 1:**

This Ordinance annexes the neighborhoods of Portage Landing South, Portage Landing North, and Hidden Key (including the plat of Hidden Key North) into the Village. The Portage Landing neighborhood is currently contiguous with Twelve Oaks and provides contiguity to Hidden Key across Little Lake Worth. While the Hidden Key neighborhood is also included within Area 1 for the Palm Beach Gardens annexation, Portage Landing is not.

### **Ordinance for Annexation of Area 2:**

This Ordinance annexes property located north of McLaren Road and west of Ellison Wilson Road and extends into the Intracoastal Waterway. Although the Council did discuss annexation of the area north of the “flag lot” up to the current boundary between the Village and the City on the east side of Ellison Wilson Road, the City’s existing boundary on the west side of Ellison Wilson Road already extends south of the current City Center boundary due to the recent voluntary annexation of the property located at 11309 Ellison Wilson Road. Additionally, as previously discussed, the remaining property north of the “flag lot” is an enclave due to the City’s annexation of Ellison Wilson Road from PGA Boulevard to the “flag lot” decades ago. While a waterway does not automatically defeat contiguity, the County objected to the inclusion of any property north of the flag lot (due to its status as an existing enclave surrounded by the City on all sides) and requested that the Village remove any reference to such property from its feasibility study. Consequently, this Ordinance only applies to the properties between McLaren Road and the “flag lot,” and these properties are also included within Area 2 for the Palm Beach Gardens annexation.

### **Ordinance for Annexation of Area 3:**

This Ordinance annexes the neighborhood of Pirate’s Cove (south of PGA Boulevard and west of the Intracoastal Waterway), in addition to the six lots located on the eastern end of Canal Road and six lots adjacent to Easy Street. This area is identical to Area 3 for the City of Palm Beach Gardens annexation.

While the full fiscal impact of the annexations is unknown at this time, it is anticipated that the ad valorem taxes and other revenue derived from the annexed properties will be more than sufficient to offset the demands for service from these properties.

The attached Ordinances have been prepared by this office and reviewed for legal sufficiency.

### **Recommendation:**

**Village Staff requests Council consideration and approval on first reading of each of the three attached Ordinances involuntarily annexing contiguous, compact areas of unincorporated territory located within the Village’s future annexation area into the Village subject to a referendum vote of the electors residing in the annexation areas in compliance with all statutory requirements.**



## ORDINANCE NO. 2023-21

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNEXING A CONTIGUOUS AND COMPACT AREA OF REAL PROPERTY LOCATED IN UNINCORPORATED PALM BEACH COUNTY COMPRISED OF APPROXIMATELY 63 ACRES LOCATED EAST OF U.S. HIGHWAY ONE AND NORTH AND SOUTH OF JACK NICKLAUS DRIVE AND COMMONLY KNOWN AS PORTAGE LANDING NORTH, PORTAGE LANDING SOUTH, AND HIDDEN KEY, AS MORE PARTICULARLY DESCRIBED HEREIN, PURSUANT TO SECTION 171.0413, FLORIDA STATUTES; AMENDING ARTICLE II OF THE VILLAGE CHARTER TO REDEFINE THE TERRITORIAL BOUNDARIES OF THE VILLAGE; SUBMITTING THE ANNEXATION TO A REFERENDUM VOTE OF THE REGISTERED ELECTORS RESIDING WITHIN THE AREA PROPOSED FOR ANNEXATION; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF STATE AND ALL OTHER REQUIRED AGENCIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, the Village seeks to annex an area of contiguous, compact, unincorporated territory located in the Village's future annexation area pursuant to Section 171.0413, Florida Statutes, known as the neighborhoods Portage Landing South, Portage Landing North, and Hidden Key (including Hidden Key North), as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Village has prepared and filed with the Palm Beach County Board of County Commissioners a feasibility study setting forth the Village's plans to provide urban services to the proposed annexation area as required by Section 171.042, Florida Statutes; and

WHEREAS, the Village Council determines that the proposed annexation area is contiguous to the Village's corporate boundaries and meets each of the requirements of Section 171.043, Florida Statutes; and

WHEREAS, the Village Council has conducted all advertising public hearings required by Section 171.0413(1), Florida Statutes, and provided the required notice pursuant to Section 171.042(3), Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety, and welfare of the residents of both the Village and the proposed annexation area.

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

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

Section 2. The Village Council hereby annexes into the Village of North Palm Beach a contiguous and compact area of unincorporated property located in the Village's future annexation area commonly known as the neighborhoods of Portage Landing South, Portage Landing North, and Hidden Key

(including Hidden Key North) (“Annexed Property”), as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

Section 3. The corporate boundaries of the Village of North Palm Beach area hereby redefined to include the Annexed Property fully described in Section 2 above, and Article II of the Village of North Palm Beach Charter, setting forth the territorial boundaries of the Village, is hereby amended to include the Annexed Property

Section 4. A certified copy of this Ordinance shall be filed as a revision of the Village Charter with the Department of State within thirty (30) days from the effective date of this Ordinance as required by Section 166.031(3) and Section 171.091, Florida Statutes.

Section 5. The annexation shall be submitted to a referendum vote of the registered electors of the Annexed Property at the general election scheduled for March 19, 2024.

Section 6. The title of the ballot and explanatory statement setting forth the substance of the proposed annexation shall appear on the ballot and shall read as follows:

ANNEXATION REFERENDUM 1 OF THE VILLAGE OF NORTH PALM BEACH  
(ORDINANCE NO. 2023-21)

THE VILLAGE OF NORTH PALM BEACH ADOPTED ORDINANCE NO. 2023-21  
ANNEXING AN AREA OF CONTIGUOUS, COMPACT, UNINCORPORATED  
PROPERTY LOCATED IN THE VILLAGE’S FUTURE ANNEXATION AREA  
COMMONLY KNOWN AS THE NEIGHBORHOODS OF PORTAGE LANDING  
SOUTH, PORTAGE LANDING NORTH, AND HIDDEN KEY INTO THE  
VILLAGE’S CORPORATE LIMITS.

\_\_\_\_\_ FOR ANNEXATION OF THE PROPERTY DESCRIBED IN ORDINANCE  
NO. 2023-21 OF THE VILLAGE OF NORTH PALM BEACH.

\_\_\_\_\_ AGAINST ANNEXATION OF THE PROPERTY DESCRIBED IN  
ORDINANCE NO. 2023-21 OF THE VILLAGE OF NORTH PALM BEACH.

Section 7. The Village Clerk is hereby directed to advertise the referendum election in accordance with all statutory requirements.

Section 8. The Community Development Director is hereby directed to file the revision to the Village Charter with the Department of State and provide notification to all other required agencies.

Section 9. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 11. If a majority of the registered electors of the Annexed Property votes in favor of the referendum, this Ordinance shall be effective January 1, 2025. If a majority of the registered electors of

1 the Annexed Property vote against the referendum, this Ordinance shall be automatically repealed and  
2 be of no force and effect.

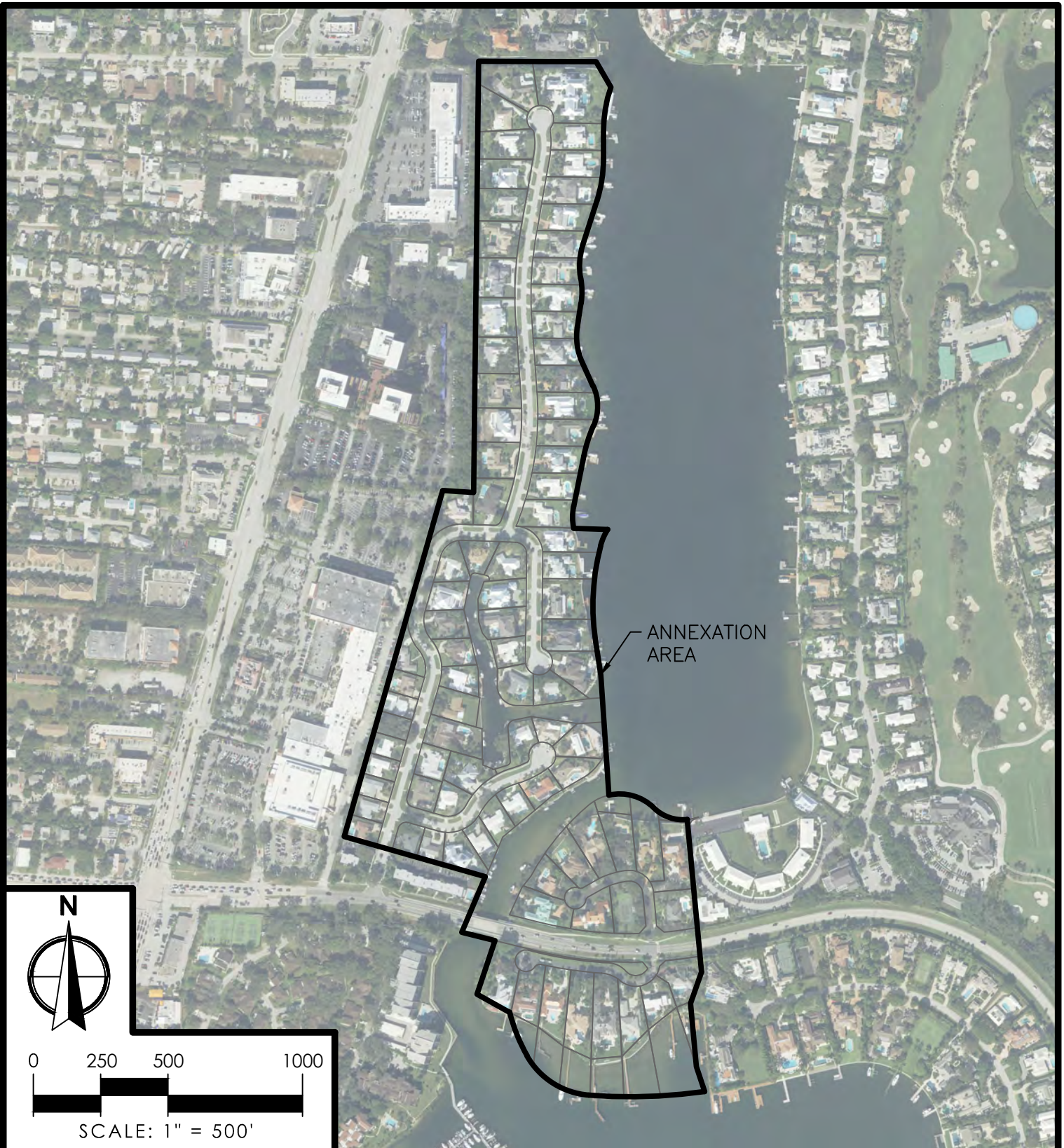
3  
4 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

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9 (Village Seal) \_\_\_\_\_  
10 MAYOR

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12 ATTEST:  
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17 APPROVED AS TO FORM AND  
18 LEGAL SUFFICIENCY:  
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21 VILLAGE ATTORNEY



PROJECT: NORTH PALM BEACH  
ANNEXATION PARCELS

TASK: AREA 1 EXHIBIT

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

CAD AREA 1.DWG

DRAWN/DESIGNED ALEX L.

CHECKED/QC ERIC M.

JOB NO. 9829.01

DATE 11/02/2023

SHEET:

1 of 1



## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND SITUATE IN SECTION 4, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTH 1/4 CORNER OF SAID SECTION 4 BY KELSEY CITY ENG. CO., AS SHOWN ON THE PLAT OF HIDDEN KEY NORTH, AS RECORDED IN PLAT BOOK 28, AT PAGE 129, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°47'53" EAST ALONG THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH, A DISTANCE OF 337.12 FEET TO THE NORTHEAST CORNER OF SAID PLAT OF HIDDEN KEY NORTH, ALSO BEING THE NORTH 1/4 CORNER OF SAID SECTION 4 BY BURCHFIEL, AS SHOWN ON SAID PLAT OF HIDDEN KEY NORTH; THE FOLLOWING FOURTEEN (14) COURSES BEING ALONG THE EASTERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH: THENCE SOUTH 29°47'53" EAST, A DISTANCE OF 109.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIAL WHICH BEARS SOUTH 70°48'31" EAST, A RADIUS OF 500 FEET, AND A CENTRAL ANGLE OF 19°11'29"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 167.48 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 100 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 520.13 FEET, AND A CENTRAL ANGLE OF 17°42'51"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 160.81 FEET; THENCE SOUTH 17°42'51" WEST, A DISTANCE OF 172.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 255.92 FEET, AND A CENTRAL ANGLE OF 27°54'59"; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 124.69 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 285 FEET, AND A CENTRAL ANGLE OF 18°45'02"; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 93.27 FEET; THENCE SOUTH 08°32'54" WEST, A DISTANCE OF 90.0 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 233 FEET, AND A CENTRAL ANGLE OF 33°19'00"; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 135.49 FEET; THENCE SOUTH 24°46'06" EAST, A DISTANCE OF 95.0 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 180 FEET, AND A CENTRAL ANGLE OF 48°29'36"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 152.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 550 FEET, AND A CENTRAL ANGLE OF 12°22'14"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 118.75 FEET; THENCE SOUTH 11°21'16" WEST, A DISTANCE OF 190.0 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 200 FEET, AND A CENTRAL ANGLE OF 23°20'05"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 81.45 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 3, AS SHOWN ON SAID PLAT OF HIDDEN KEY NORTH AND THE PLAT OF HIDDEN KEY, AS RECORDED IN PLAT BOOK 27, AT PAGE 243 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

(LEGAL DESCRIPTION CONTINUES ON SHEET 2)

## LEGEND:

F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION  
P.B. = PLAT BOOK  
PG. = PAGE  
P.O.B. = POINT OF BEGINNING

## SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF THE PLAT OF HIDDEN KEY NORTH, AS RECORDED IN PLAT BOOK 28, AT PAGE 129 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING NORTH 00°39'27" EAST.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ERIC R. MATTHEWS  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. 6717

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH  
ANNEXATION PARCELS

TASK: AREA 1

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

CAD AREA 1.DWG

DRAWN/DESIGNED ALEX L.  
CHECKED/QC ERIC M.

JOB NO. 9829.01

DATE 11/07/2023

SHEET:

1 of 5

**LEGAL DESCRIPTION (CONTINUED):**

THENCE SOUTH 87°50'43" EAST ALONG THE NORTH LINE OF GOVERNMENT LOT 3 AS SHOWN ON SAID PLAT OF HIDDEN KEY NORTH AND SAID PLAT OF HIDDEN KEY, A DISTANCE OF 126.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIAL WHICH BEARS SOUTH 57°26'45" EAST, A RADIUS OF 210 FEET, AND A CENTRAL ANGLE OF 17°41'34"; THE FOLLOWING THREE (3) COURSES BEING ALONG THE AGREED SHORE LINE OF SAID PLAT OF HIDDEN KEY: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.85 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 870.58, AND A CENTRAL ANGLE OF 23°23'30"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 355.42 FEET; THENCE SOUTH 08°31'50" EAST, A DISTANCE OF 130.70 FEET; THENCE SOUTH 03°54'59" EAST ALONG THE SAID AGREED SHORE LINE AND THE SOUTHERLY EXTENSION OF THE SAID AGREED SHORE LINE, A DISTANCE OF 446.87 FEET TO A POINT ON THE NORTHERLY BULKHEAD LINE AS SHOWN ON THE PLAT OF PORTAGE LANDING, AS RECORD IN PLAT BOOK 32, AT PAGE 143 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIAL WHICH BEARS SOUTH 12°34'42" EAST, A RADIUS OF 181.15 FEET, AND A CENTRAL ANGLE OF 56°59'49"; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY BULKHEAD LINE: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 180.21 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 153.47 FEET, AND A CENTRAL ANGLE OF 50°50'18"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 136.17 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID PLAT OF PORTAGE LANDING; THENCE SOUTH 05°20'40" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 569.52 FEET; THENCE SOUTH 19°37'20" WEST, A DISTANCE OF 123.04 FEET TO A POINT ON A LINE BEING 52.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE; THENCE SOUTH 05°22'40" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 236.63 FEET TO A POINT ON THE EASTERLY LINE OF LOT 7 OF SAID PLAT OF PORTAGE LANDING; THENCE SOUTH 18°29'03" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 97.20 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIAL WHICH BEARS NORTH 08°50'33" WEST, A RADIUS OF 1,985.69 FEET, AND A CENTRAL ANGLE OF 13°19'42"; THE FOLLOWING THREE (3) COURSES BEING ALONG THE SOUTHERLY BULKHEAD LINE AS SHOWN ON SAID PLAT OF PORTAGE LANDING: THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 461.92 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 290.05 FEET, AND A CENTRAL ANGLE OF 55°44'46"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 282.21 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 637.00 FEET, AND A CENTRAL ANGLE OF 15°47'28"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.56 FEET TO A POINT ON THE APPROXIMATE MEAN HIGH WATER LINE; THENCE NORTH 61°03'27" WEST ALONG THE APPROXIMATE MEAN HIGH WATER LINE, A DISTANCE OF 138.49 FEET; THENCE NORTH 18°32'10" EAST ALONG THE APPROXIMATE MEAN HIGH WATER LINE, A DISTANCE OF 210.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 703, AS RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93080-2509; THENCE NORTH 76°02'26" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.69 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOTS 33, 34, AND 37 OF SAID PLAT OF HIDDEN KEY; THENCE NORTH 22°52'26" EAST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOTS 33, 34, AND 37 OF SAID PLAT OF HIDDEN KEY, A DISTANCE OF 224.53 FEET TO THE SOUTHEAST CORNER OF LOT 34 OF SAID PLAT OF HIDDEN KEY; THENCE NORTH 74°06'17" WEST, ALONG THE SOUTHERLY LINE AND THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOTS 34, 35, 36, AND 46 OF SAID PLAT OF HIDDEN KEY, A DISTANCE OF 545.25 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF HIDDEN KEY; THENCE NORTH 15°53'43" EAST ALONG THE WESTERLY LINE OF SAID PLAT OF HIDDEN KEY, A DISTANCE OF 1336.63 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY; THENCE SOUTH 86°10'35" EAST, ALONG THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY, A DISTANCE OF 115.04 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH; THENCE NORTH 00°39'27" EAST ALONG THE WESTERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH, A DISTANCE OF 1602.09 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH; THENCE SOUTH 89°47'53" EAST, ALONG THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; SAID LAND CONTAINING 55.968 ACRES, MORE OR LESS.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH  
ANNEXATION PARCELS

TASK: AREA 1

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

CAD AREA 1.DWG

DRAWN/DESIGNED ALEX L.

CHECKED/QC ERIC M.

JOB NO. 9829.01

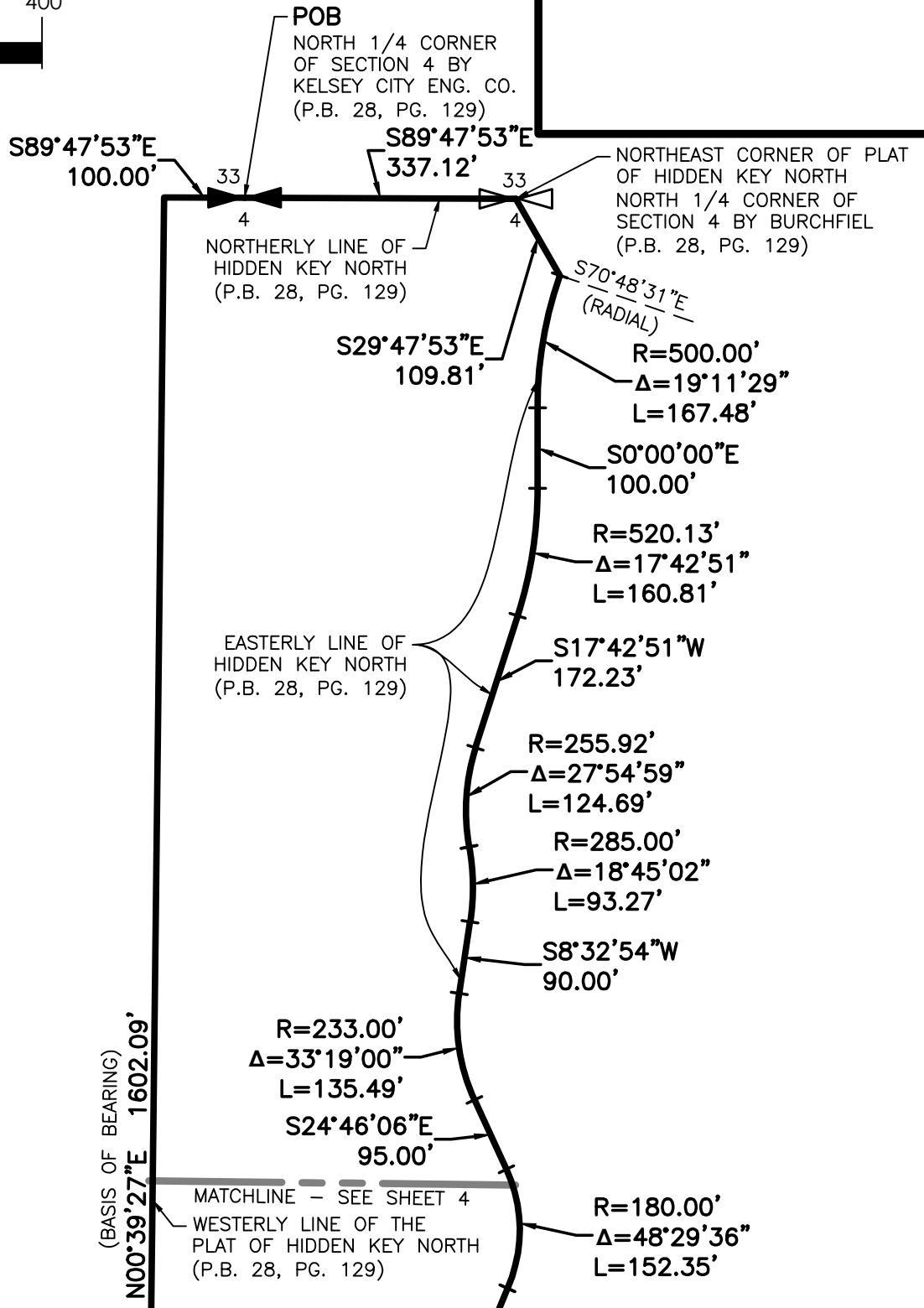
DATE 11/07/2023

SHEET:

2 of 5

0 100 200 400

SCALE: 1" = 200'



(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH  
ANNEXATION PARCELS

TASK: AREA 1

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

CAD AREA 1.DWG

DRAWN/DESIGNED ALEX L.

CHECKED/QC ERIC M.

JOB NO. 9829.01

DATE 11/07/2023

SHEET:

3 of 5

0 100 200 400

SCALE: 1" = 200'



(BASIS OF BEARING)  
N00°39'27"E 1602.09'

R=233.00'  
Δ=33°19'00"  
L=135.49'  
S24°46'06"E  
95.00'

MATCHLINE - SEE SHEET 3  
WESTERLY LINE OF THE  
PLAT OF HIDDEN KEY NORTH  
(P.B. 28, PG. 129)

R=180.00'  
Δ=48°29'36"  
L=152.35'

R=550.00'  
Δ=12°22'14"  
L=118.75'

S11°21'16"W  
190.00'

EASTERLY LINE OF  
HIDDEN KEY NORTH  
(P.B. 28, PG. 129)

R=200.00'  
Δ=23°20'05"  
L=81.45'

NORTHERLY LINE OF THE  
PLAT OF HIDDEN KEY  
(P.B. 27, PG. 243)

NORTH LINE OF  
GOVERNMENT LOT 3  
(P.B. 28, PG. 129)  
(P.B. 27, PG. 243)

S87°50'43"E  
126.08'

S57°26'45"E  
(RADIAL)

R=210.00'  
Δ=17°41'34"  
L=64.85'

R=870.58'  
Δ=23°23'30"  
L=355.42'

AGREED SHORE LINE  
(P.B. 27, PG. 243)

S8°31'50"E  
130.70'

WESTERLY LINE OF THE  
PLAT OF HIDDEN KEY  
(P.B. 27, PG. 243)

AGREED SHORE LINE AND THE  
SOUTHERLY EXTENSION OF THE  
AGREED SHORE LINE  
(P.B. 27, PG. 243)

MATCHLINE - SEE SHEET 5

S3°54'59"E  
446.87'

N15°53'43"E 1336.63'

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH  
ANNEXATION PARCELS

TASK: AREA 1

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

CAD AREA 1.DWG

DRAWN/DESIGNED ALEX L.

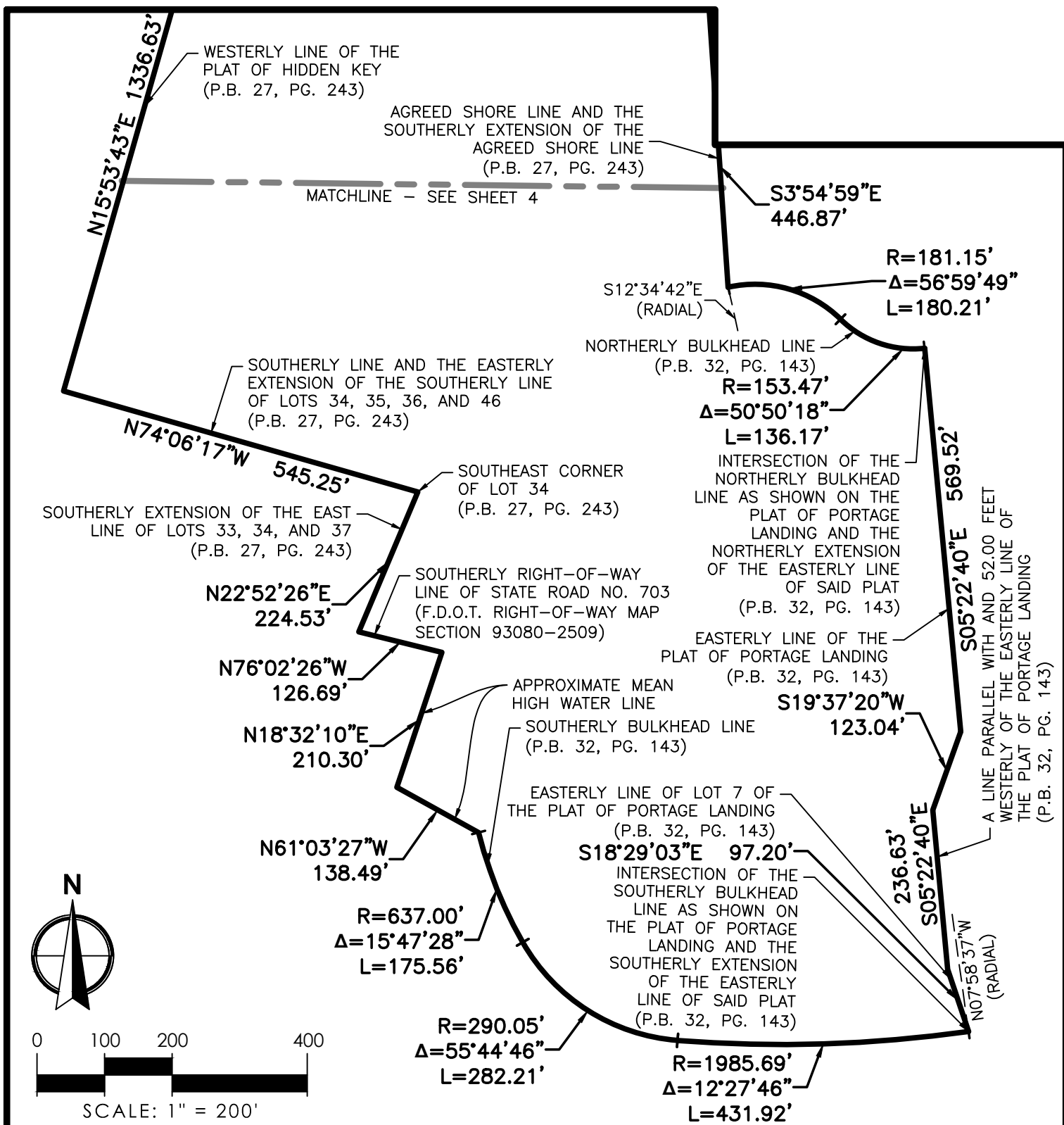
CHECKED/QC ERIC M.

JOB NO. 9829.01

DATE 11/07/2023

SHEET:  
4 of 5





(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH  
ANNEXATION PARCELS

TASK: AREA 1

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

CAD AREA 1.DWG

DRAWN/DESIGNED ALEX L.

CHECKED/QC ERIC M.

JOB NO. 9829.01

DATE 11/07/2023

SHEET:  
5 of 5

## ORDINANCE NO. 2023-22

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNEXING A CONTIGUOUS AND COMPACT AREA OF REAL PROPERTY LOCATED IN UNINCORPORATED PALM BEACH COUNTY COMPRISED OF APPROXIMATELY 14 ACRES LOCATED WEST OF ELLISON WILSON ROAD AND NORTH OF MCLAREN ROAD AND EXTENDING TO THE EXISTING BOUNDARY OF THE CITY OF PALM BEACH GARDENS, AS MORE PARTICULARLY DESCRIBED HEREIN, PURSUANT TO SECTION 171.0413, FLORIDA STATUTES; AMENDING ARTICLE II OF THE VILLAGE CHARTER TO REDEFINE THE TERRITORIAL BOUNDARIES OF THE VILLAGE; SUBMITTING THE ANNEXATION TO A REFERENDUM VOTE OF THE REGISTERED ELECTORS RESIDING WITHIN THE AREA PROPOSED FOR ANNEXATION; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF STATE AND ALL REQUIRED AGENCIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, the Village seeks to annex an area of contiguous, compact, unincorporated territory located in the Village's future annexation area pursuant to Section 171.0413, Florida Statutes, located west of Ellison Wilson Road north of McLaren Road and extending to the existing boundary of the City of Palm Beach Gardens, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Village has prepared and filed with the Palm Beach County Board of County Commissioners a feasibility study setting forth the Village's plans to provide urban services to the proposed annexation area as required by Section 171.042, Florida Statutes; and

WHEREAS, the Village Council determines that the proposed annexation area is contiguous to the Village's corporate boundaries and meets each of the requirements of Section 171.043, Florida Statutes; and

WHEREAS, the Village Council has conducted all advertising hearings required by Section 171.0413(1), Florida Statutes, and provided the required notice pursuant to Section 171.042(3), Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety, and welfare of the residents of both the Village and the proposed annexation area.

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

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

Section 2. The Village Council hereby annexes into the Village of North Palm Beach a contiguous and compact area of unincorporated property located in the Village's future annexation area located west of Ellison Wilson Road north of McLaren Road and extending to the existing boundary of the City of

Palm Beach Gardens (“Annexed Property”), as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

Section 3. The corporate boundaries of the Village of North Palm Beach area hereby redefined to include the Annexed Property fully described in Section 2 above, and Article II of the Village of North Palm Beach Charter, setting forth the territorial boundaries of the Village, is hereby amended to include the Annexed Property, extending to the centerline of the Intracoastal Waterway.

Section 4. A certified copy of this Ordinance shall be filed as a revision of the Village Charter with the Department of State within thirty (30) days from the effective date of this Ordinance as required by Section 166.031(3) and Section 171.091, Florida Statutes.

Section 5. The annexation shall be submitted to a referendum vote of the registered electors of the Annexed Property at the general election scheduled for March 19, 2024.

Section 6. The title of the ballot and explanatory statement setting forth the substance of the proposed annexation shall appear on the ballot and shall read as follows:

ANNEXATION REFERENDUM 2 OF THE VILLAGE OF NORTH PALM BEACH  
(ORDINANCE NO. 2023-22)

THE VILLAGE OF NORTH PALM BEACH ADOPTED ORDINANCE NO. 2023-22  
ANNEXING AN AREA OF CONTIGUOUS, COMPACT, UNINCORPORATED  
PROPERTY LOCATED IN THE VILLAGE’S FUTURE ANNEXATION AREA  
WEST OF ELLISON WILSON ROAD NORTH OF MCLAREN ROAD EXTENDING  
TO THE EXISTING BOUNDARY OF THE CITY OF PALM BEACH GARDENS  
INTO THE VILLAGE’S CORPORATE LIMITS.

\_\_\_\_\_ FOR ANNEXATION OF THE PROPERTY DESCRIBED IN ORDINANCE  
NO. 2023-22 OF THE VILLAGE OF NORTH PALM BEACH.

\_\_\_\_\_ AGAINST ANNEXATION OF THE PROPERTY DESCRIBED IN  
ORDINANCE NO. 2023-22 OF THE VILLAGE OF NORTH PALM BEACH.

Section 7. The Village Clerk is hereby directed to advertise the referendum election in accordance with all statutory requirements.

Section 8. The Community Development Director is hereby directed to file the revision to the Village Charter with the Department of State and provide notification to all other required agencies.

Section 9. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 11. If a majority of the registered electors of the Annexed Property votes in favor of the referendum, this Ordinance shall be effective January 1, 2025. If a majority of the registered electors of

1 the Annexed Property vote against the referendum, this Ordinance shall be automatically repealed and  
2 be of no force and effect.

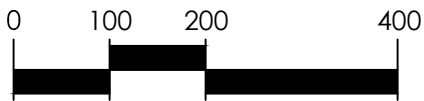
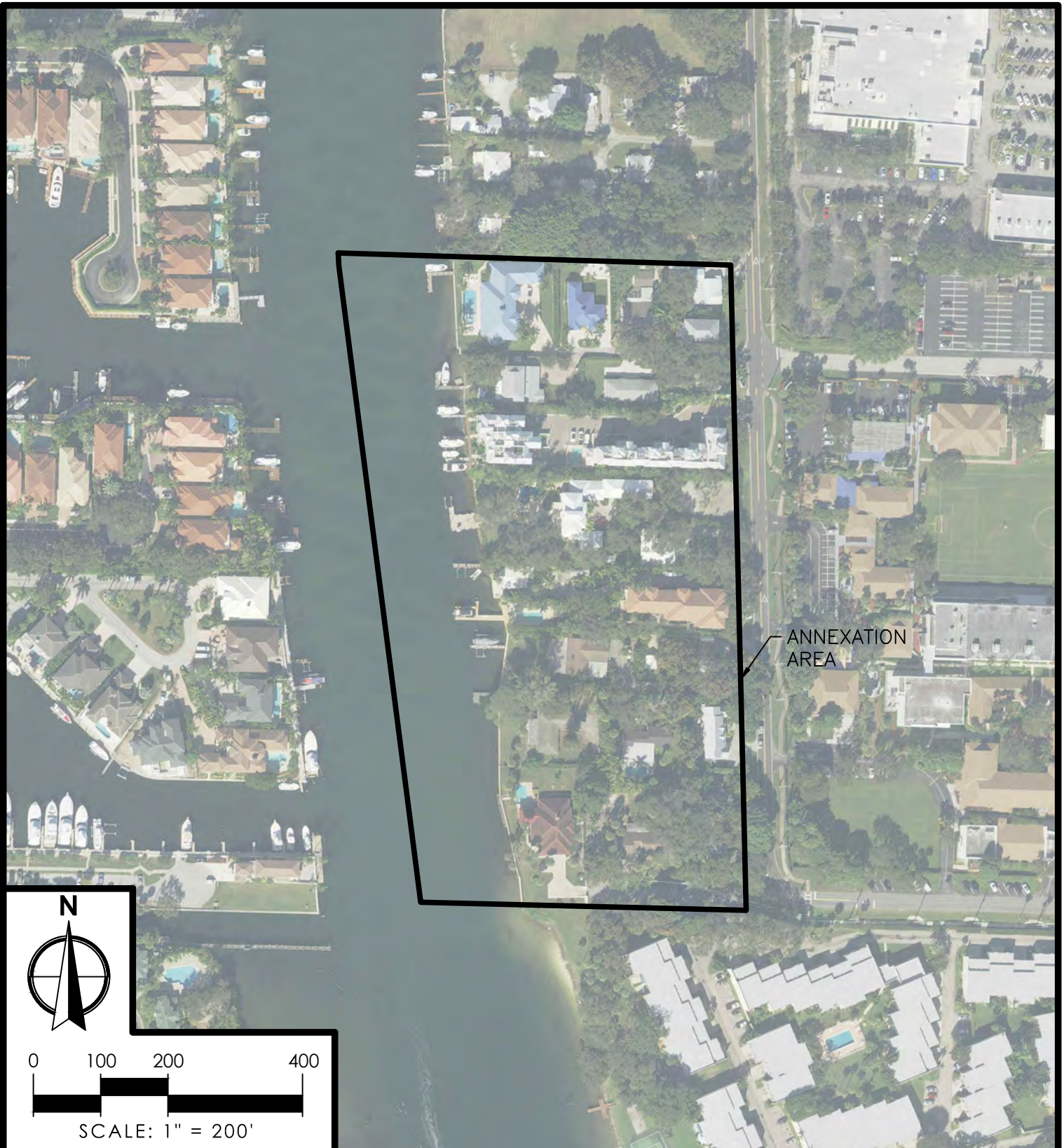
3  
4 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

7  
8  
9 (Village Seal) \_\_\_\_\_  
10 MAYOR

11  
12 ATTEST:  
13  
14 \_\_\_\_\_  
15 VILLAGE CLERK

16  
17 APPROVED AS TO FORM AND  
18 LEGAL SUFFICIENCY:  
19  
20 \_\_\_\_\_  
21 VILLAGE ATTORNEY



SCALE: 1" = 200'

PROJECT: **NORTH PALM BEACH  
ANNEXATION PARCELS**

TASK: **AREA 2B EXHIBIT**

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 [www.wginc.com](http://www.wginc.com)  
Cert No. 6091 - LB No. 7055

CAD AREA 2B.DWG

DRAWN/DESIGNED ALEX L.

CHECKED/QC ERIC M.

JOB NO. 9829.01

DATE 11/02/2023

SHEET:

1 of 1

Laddie Smith M:\PROPOSAL\_TEAM\2023\_Proposals\Cities\1\_FLORIDA\North Palm Beach Annexation Parcels\Annexation sketches\AREA 2B.dwg ----- Plotted: 11/2/2023 6:45:31 PM Saved: 11/2/2023

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND SITUATE IN SECTION 5, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 88°34'37" WEST, ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 514.60 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 07°20'06" WEST ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 20.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 07°20'06" WEST ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 953.69 FEET; THENCE NORTH 02°40'21" WEST ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 19.20 FEET; THENCE SOUTH 88°13'44" EAST, A DISTANCE OF 583.53 FEET TO A POINT ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 5; THENCE SOUTH 01°22'08" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 959.32 FEET TO A POINT ON A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 5; THENCE NORTH 88°34'37" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 483.67 TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 11.772 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 43 EAST, HAVING A BEARING OF N88°34'37"W.


LEGEND:

- POB = Point Of Beginning
- POC = Point Of Commencement

For The Firm:  
WGI, Inc.

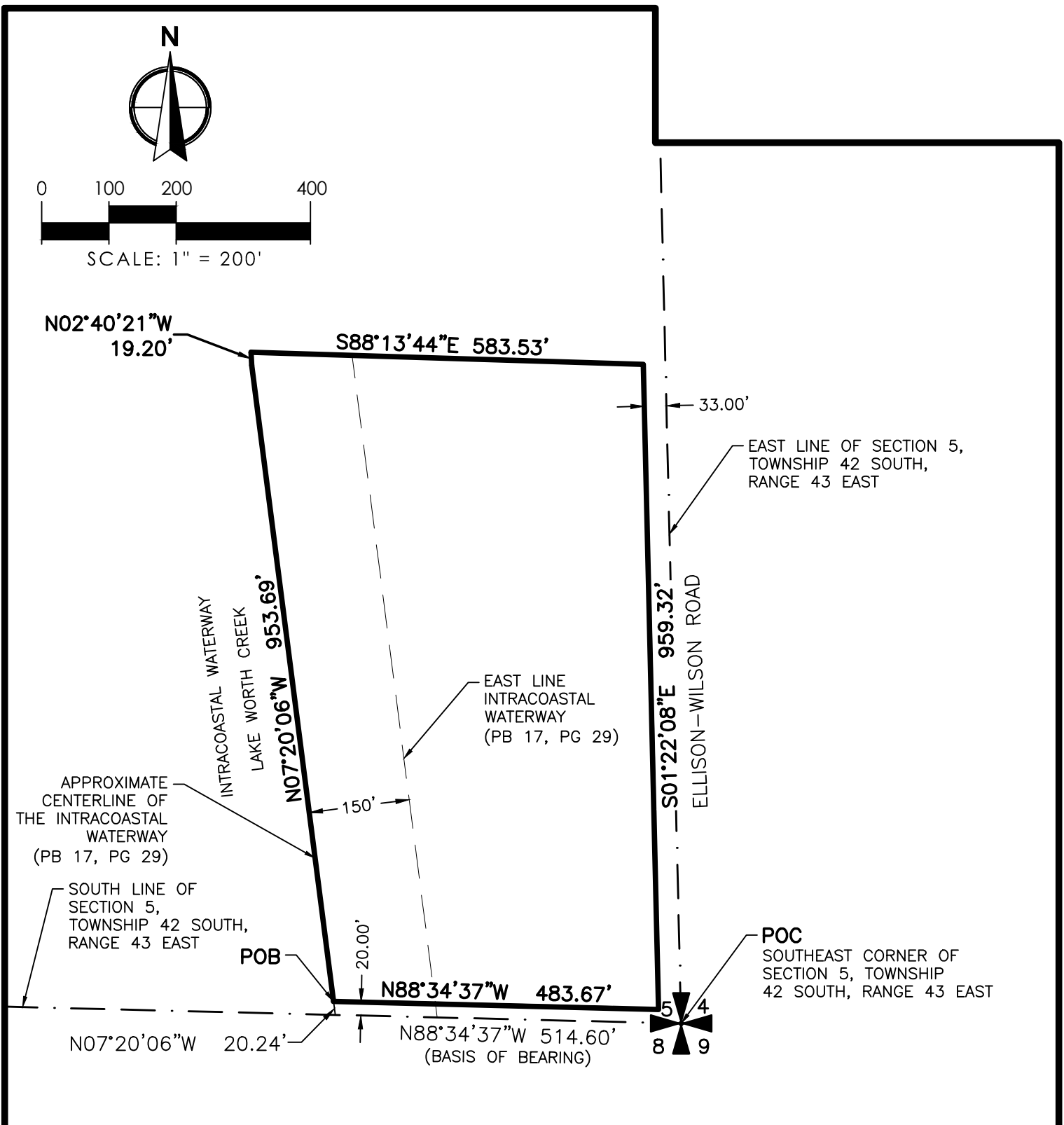
BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ERIC R. MATTHEWS, PSM  
Professional Surveyor and Mapper  
State of Florida License No. 6717

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)


PROJECT: NORTH PALM BEACH ANNEXATION SKETCHES		TASK: AREA 2B	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055		CAD AREA 2B.DWG DRAWN/DESIGNED LMS CHECKED/QC ERM JOB NO. 9829.01 DATE 11/02/2023	
		SHEET: 1 of 2	



Laddie Smith M:\PROPOSAL\_TEAM\2023\_Proposals\Cities\1\_FLORIDA\North Palm Beach Annexation Parcels\Annexation sketches\AREA 2B.dwg ----- Plotted: 11/2/2023 6:45:33 PM Saved: 11/2/2023



(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION SKETCHES		TASK: AREA 2B	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055		CAD AREA 2B.DWG	
		DRAWN/DESIGNED LMS	SHEET:  2 of 2
		CHECKED/QC ERM	
		JOB NO. 9829.01	
		DATE 11/02/2023	

## ORDINANCE NO. 2023-23

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNEXING A CONTIGUOUS AND COMPACT AREA OF REAL PROPERTY LOCATED IN UNINCORPORATED PALM BEACH COUNTY COMPRISED OF APPROXIMATELY 17 ACRES LOCATED EAST OF PROSPERITY FARMS ROAD, NORTH OF CANAL ROAD AND SOUTH OF PGA BOULEVARD INCLUDING PIRATE'S COVE AND ADJACENT PARCELS LOCATED ON CANAL ROAD AND EASY STREET, AS MORE PARTICULARLY DESCRIBED HEREIN, PURSUANT TO SECTION 171.0413, FLORIDA STATUTES; AMENDING ARTICLE II OF THE VILLAGE CHARTER TO REDEFINE THE TERRITORIAL BOUNDARIES OF THE VILLAGE; SUBMITTING THE ANNEXATION TO A REFERENDUM VOTE OF THE REGISTERED ELECTORS RESIDING WITHIN THE AREA PROPOSED FOR ANNEXATION; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF STATE AND ALL REQUIRED AGENCIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, the Village seeks to annex an area of contiguous, compact, unincorporated territory included in the Village's future annexation area pursuant to Section 171.0413, Florida Statutes, located east of Prosperity Farms Road, north of Canal Road, and south of PGA Boulevard including the Pirate's Cove subdivision and adjacent parcels located on Canal Road and Easy Street, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Village has prepared and filed with the Palm Beach County Board of County Commissioners a feasibility study setting forth the Village's plans to provide urban services to the proposed annexation area as required by Section 171.042, Florida Statutes; and

WHEREAS, the Village Council determines that the proposed annexation area is contiguous to the Village's corporate boundaries and meets each of the requirements of Section 171.043, Florida Statutes; and

WHEREAS, the Village Council has conducted all advertising hearings required by Section 171.0413(1), Florida Statutes, and provided the required notice pursuant to Section 171.042(3), Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety, and welfare of the residents of both the Village and the proposed annexation area.

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

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

Section 2. The Village Council hereby annexes into the Village of North Palm Beach a contiguous and compact area of unincorporated property included in the Village's future annexation area located east of Prosperity Farms Road, north of Canal Road, and south of PGA Boulevard including the Pirate's



Cove subdivision and adjacent parcels located on Canal Road and Easy Street (“Annexed Property”), as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

Section 3. The corporate boundaries of the Village of North Palm Beach area hereby redefined to include the Annexed Property fully described in Section 2 above, and Article II of the Village of North Palm Beach Charter, setting forth the territorial boundaries of the Village, is hereby amended to include the Annexed Property, extending to the centerline of the Intracoastal Waterway.

Section 4. A certified copy of this Ordinance shall be filed as a revision of the Village Charter with the Department of State within thirty (30) days from the effective date of this Ordinance as required by Section 166.031(3) and Section 171.091, Florida Statutes.

Section 5. The annexation shall be submitted to a referendum vote of the registered electors of the Annexed Property at the general election scheduled for March 19, 2024.

Section 6. The title of the ballot and explanatory statement setting forth the substance of the proposed annexation shall appear on the ballot and shall read as follows:

ANNEXATION REFERENDUM 3 OF THE VILLAGE OF NORTH PALM BEACH  
(ORDINANCE NO. 2023-23)

THE VILLAGE OF NORTH PALM BEACH ADOPTED ORDINANCE NO. 2023-23  
ANNEXING AN AREA OF CONTIGUOUS, COMPACT, UNINCORPORATED  
PROPERTY INCLUDED IN THE VILLAGE’S FUTURE ANNEXATION AREA  
LOCATED EAST OF PROSPERITY FARMS ROAD, NORTH OF CANAL ROAD  
AND SOUTH OF PGA BOULEVARD INCLUDING THE PIRATE’S COVE  
SUBDIVISION AND ADJACENT PARCELS LOCATED ON CANAL ROAD AND  
EASY STREET INTO THE VILLAGE’S CORPORATE LIMITS.

\_\_\_\_ FOR ANNEXATION OF THE PROPERTY DESCRIBED IN ORDINANCE  
NO. 2023-23 OF THE VILLAGE OF NORTH PALM BEACH.

\_\_\_\_ AGAINST ANNEXATION OF THE PROPERTY DESCRIBED IN  
ORDINANCE NO. 2023-23 OF THE VILLAGE OF NORTH PALM BEACH.

Section 7. The Village Clerk is hereby directed to advertise the referendum election in accordance with all statutory requirements.

Section 8. The Community Development Director is hereby directed to file the revision to the Village Charter with the Department of State and provide notification to all other required agencies.

Section 9. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

1 Section 11. If a majority of the registered electors of the Annexed Property votes in favor of the  
2 referendum, this Ordinance shall be effective January 1, 2025. If a majority of the registered electors of  
3 the Annexed Property vote against the referendum, this Ordinance shall be automatically repealed and  
4 be of no force and effect.

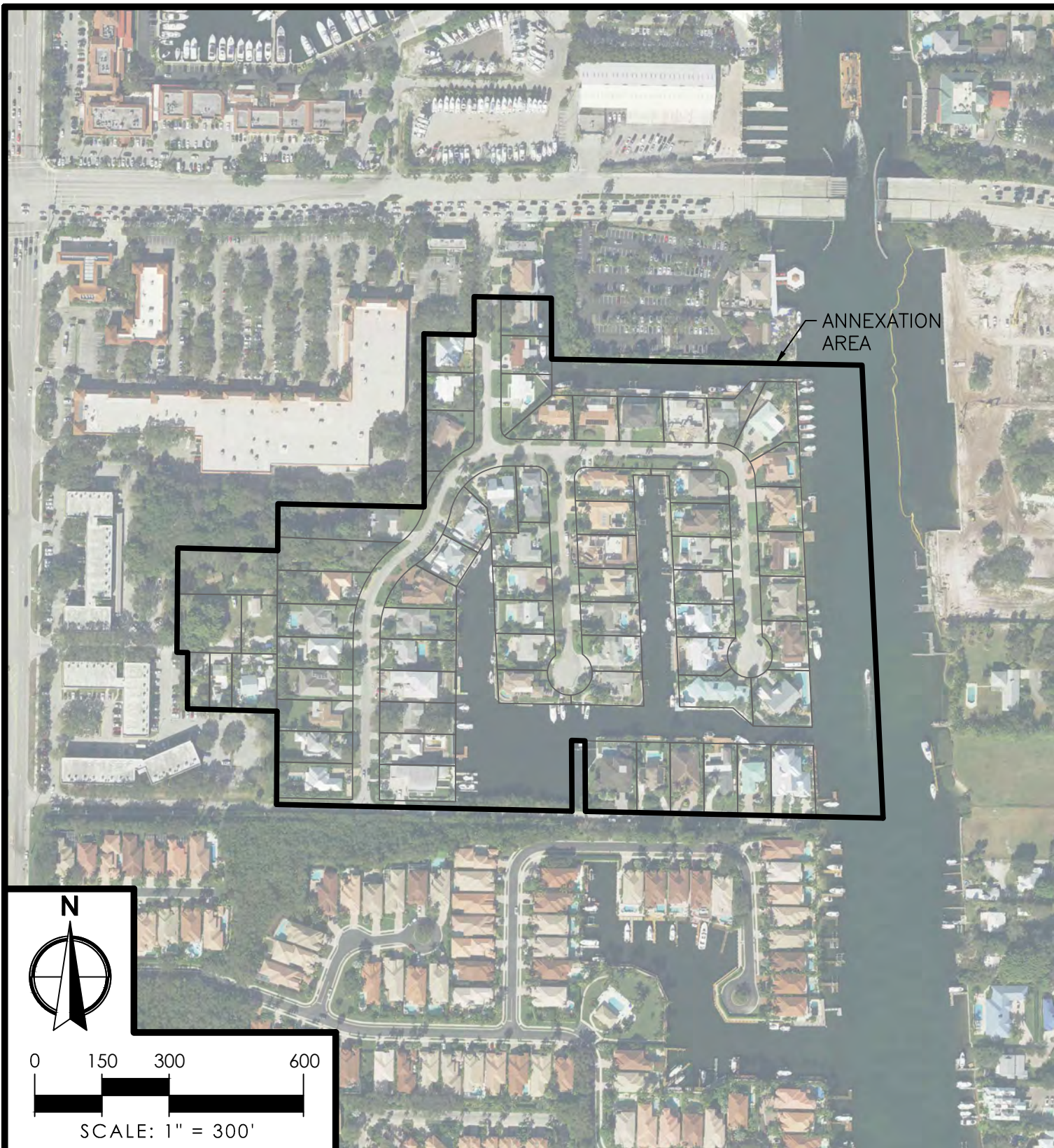
5  
6 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

9  
10  
11 (Village Seal) \_\_\_\_\_  
12 MAYOR

13  
14 ATTEST:  
15  
16 \_\_\_\_\_  
17 VILLAGE CLERK

18  
19 APPROVED AS TO FORM AND  
20 LEGAL SUFFICIENCY:  
21  
22 \_\_\_\_\_  
23 VILLAGE ATTORNEY  
24



PROJECT: NORTH PALM BEACH  
ANNEXATION PARCELS

TASK: AREA 3A EXHIBIT

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

CAD AREA 1.DWG

DRAWN/DESIGNED ALEX L.

CHECKED/QC ERIC M.

JOB NO. 9829.01

DATE 11/02/2023

SHEET:  
1 of 1

## LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND SITUATE IN SECTION 5, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 5; THENCE NORTH 90°00'00" EAST, ALONG THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 5, A DISTANCE OF 970.32 FEET; THENCE SOUTH 0°01'39" EAST, ALONG THE WESTERLY LINE OF THE PLAT OF PIRATES COVE, AS RECORDED IN PLAT BOOK 25, PAGE 197, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 285.01 FEET TO THE NORTHWEST CORNER OF LOT 13 OF SAID PLAT, AND THE POINT OF BEGINNING; THENCE SOUTH 88°53'33" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 13, A DISTANCE OF 112.00 FEET; THENCE NORTH 0°01'39" WEST, A DISTANCE OF 85.02 FEET; THENCE SOUTH 88°53'33" EAST, A DISTANCE OF 172.33 FEET TO A POINT ON THE EASTERLY LINE OF LOT 19 OF SAID PLAT; THENCE SOUTH 0°17'57" EAST, ALONG THE EASTERLY LINE OF LOTS 19 AND 20, A DISTANCE OF 135.94 FEET; THENCE SOUTH 88°53'33" EAST, ALONG THE NORTHERLY LINE OF SAID PLAT AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 692.90 FEET TO THE APPROXIMATE CENTERLINE OF THE INTRACOASTAL WATERWAY, AS RECORDED IN PLAT BOOK 17, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 02°40'20" EAST ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1011.83 FEET; THENCE NORTH 88°43'19" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PLAT OF PIRATES COVE, A DISTANCE OF 664.83 FEET TO THE SOUTHEAST CORNER OF TRACT V OF THE PLAT OF PROSPERITY HARBOR NORTH P.U.D., AS RECORDED IN PLAT BOOK 85, AT PAGE 103, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°17'57" WEST ALONG THE EASTERLY LINE OF SAID TRACT V, A DISTANCE OF 157.70 FEET TO THE NORTHEAST CORNER OF SAID TRACT V; THENCE NORTH 88°53'33" WEST ALONG THE NORTHERLY LINE OF SAID TRACT V, A DISTANCE OF 30.01 FEET TO THE NORTHWEST CORNER OF SAID TRACT V; THENCE SOUTH 00°17'57" EAST, ALONG THE WESTERLY LINE OF SAID TRACT V, A DISTANCE OF 157.61 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF PIRATES COVE; THENCE NORTH 88°43'19" WEST, ALONG THE SOUTHERLY LINE OF SAID PLAT, A DISTANCE OF 659.64 FEET TO THE SOUTHWEST CORNER OF SAID PLAT; THENCE NORTH 0°14'39" EAST, ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 208.11 FEET; THENCE NORTH 88°21'48" WEST, A DISTANCE OF 200.06 FEET; THENCE NORTH 0°14'39" EAST, A DISTANCE OF 125.01 FEET; THENCE NORTH 88°22'19" WEST, A DISTANCE OF 23.90 FEET; THENCE NORTH 0°27'03" EAST, A DISTANCE OF 233.17 FEET; THENCE SOUTH 88°23'22" EAST, A DISTANCE OF 223.12 FEET TO A POINT ON THE WEST LINE OF SAID PLAT OF PIRATES COVE; THENCE NORTH 0°14'39" EAST ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 104.43 FEET TO THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH 88°48'26" EAST ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 326.63 FEET TO A POINT ON THE WEST LINE OF SAID PLAT; THENCE NORTH 0°01'39" WEST ALONG SAID WEST LINE, A DISTANCE OF 386.30 TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 30.558 ACRES, MORE OR LESS.

## LEGEND:

PB = Plat Book  
PG = Page  
POB = Point Of Beginning  
POC = Point Of Commencement

## SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT. THE BEARINGS SHOWN HEREON ARE BASED ON A WESTERLY LINE OF THE "PLAT OF PIRATES COVE", AS RECORDED IN PLAT BOOK 25, PAGE 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF N0°01'39"W.

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

ERIC R. MATTHEWS, PSM  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 6717

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH  
ANNEXATION SKETCHES

TASK: AREA 3A

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

CAD AREA 3A.DWG

DRAWN/DESIGNED LMS

CHECKED/QC ERM

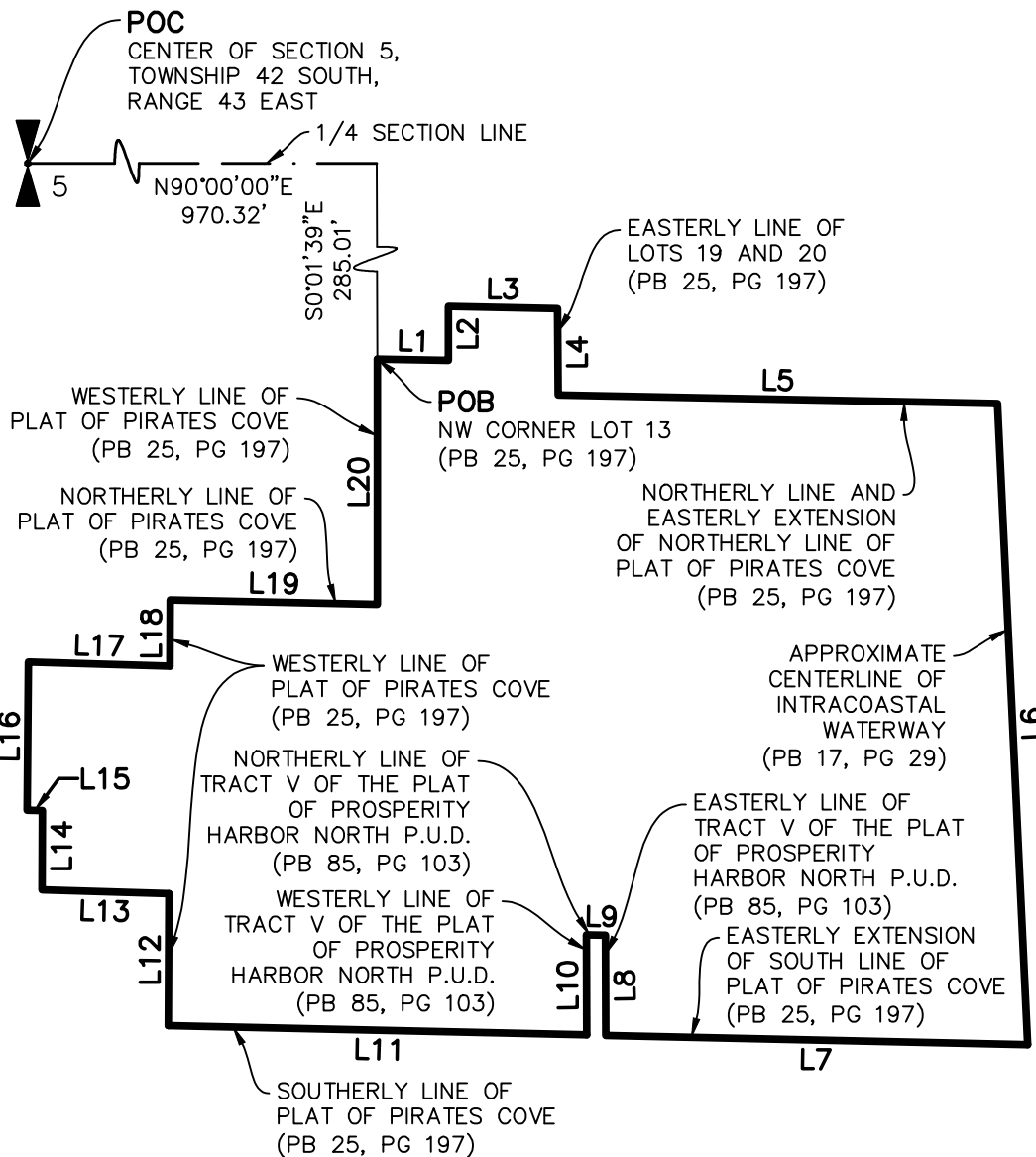
JOB NO. 9829.01

DATE 11/08/2023

SHEET:

1 of 2





LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	112.02'	S88°53'33"E
L2	85.02'	N0°01'39"W
L3	172.33'	S88°53'33"E
L4	135.94'	S0°17'57"E
L5	692.90'	S88°53'33"E
L6	1011.83'	S2°40'20"E
L7	664.83'	N88°43'19"W
L8	157.70'	N0°17'57"W
L9	30.01'	N88°53'33"W
L10	157.61'	S0°17'57"E
L11	659.64'	N88°43'19"W
L12	208.11'	N0°14'39"E
L13	200.06'	N88°21'48"W
L14	125.01'	N0°14'39"E
L15	23.90'	N88°22'19"W
L16	233.17'	N0°27'03"E
L17	223.12'	S88°23'22"E
L18	104.43'	N0°14'39"E
L19	326.63'	S88°48'26"E
L20	386.30'	N0°01'39"W

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH  
ANNEXATION SKETCHES

TASK: AREA 3A

PREPARED BY:



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CAD AREA 3A.DWG

DRAWN/DESIGNED LMS

CHECKED/QC ERM

JOB NO. 9829.01

DATE 11/08/2023

SHEET:

2 of 2

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: November 15, 2023

SUBJECT: **RESOLUTION – Accepting a proposal from Saffold Paving Inc. for installation of a GEOGRID Reinforced sodded median at Fairhaven Place at a total cost of \$45,487.00 and authorizing execution of a Contract.**

---

Village staff has identified an opportunity to improve the pervious area on Fairhaven Place. The vendor will be creating a flush stabilized grass island in the cul-de-sac and installing a geogrid system that will allow percolation of stormwater and eliminate a large portion of the sheet flow run off to the catch basin on Fairhaven Drive. This system will allow residents and EMS vehicles to drive over it. There will also be a 24 foot lane on the north and south sides, with a 30 lane on the east and west ends to maintain vehicular maneuverability.

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

Vendor	Total
Saffold Paving Inc.	\$45,487.00
On Grade Excavating LLC	\$82,610.00
Hinterland Group, Inc.	\$215,940.00

Saffold Paving, Inc. provided the best proposal to complete the project quickly. In accordance with the Village's purchasing policy, all purchases in excess of \$25,000 and up to \$50,000 shall be brought to Village Council on the Consent Agenda for approval.

Village Staff is recommending approval of this Resolution to continue to improve and maintain Village infrastructure.

Funding Source:

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

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
Stormwater Utility Fund	Public Works	H7321-34684	Repair & Maintenance – Stormwater Drainage System	\$45,487.00

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from Saffold Paving, Inc. for installation of a GEOGRID Reinforced sodded median at Fairhaven Place at a total cost of \$45,487.00, with funds expended from account number H7321-34684 (Streets & Grounds – Repair & Maintenance Stormwater Drainage System), and authorizing the Mayor and Village Clerk to execute a Contract in accordance with Village policies and procedures.**

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL OF SAFFOLD PAVING, INC. FOR THE INSTALLATION OF A GEOGRID REINFORCED SODDED MEDIAN AT FAIRHAVEN PLACE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited proposals for the installation of a GEOGRID reinforced sodded median at Fairhaven Place pursuant to plans prepared by the Village Engineer; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by Saffold Paving, Inc.; and

WHEREAS, because the total amount of the Contract exceeds \$25,000, Village Council approval is required; and

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

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

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

Section 2. The Village Council hereby accepts the proposal from Saffold Paving, Inc. for the installation of a GEOGRID reinforced sodded median at Fairhaven Place pursuant to plans prepared by the Village Engineer at a total cost of \$45,487.00, with funds expended from Account No. H7321-34684 (Stormwater Utility – Repair and Maintenance of Stormwater Drainage System), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

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

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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



## **CONTRACT**

THIS CONTRACT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and SAFFOLD PAVING, INC., a Florida corporation, hereinafter referred to as CONTRACTOR.

WHEREAS, the VILLAGE is need of a contractor to install a GEOGRID reinforced sodded median at Fairhaven Place; and

WHEREAS, the VILLAGE solicited written proposals to perform the work, and CONTRACTOR submitted the lowest cost proposal; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal and the plans prepared by the VILLAGE, and CONTRACTOR agrees to perform the work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

CONTRACTOR shall perform the services set forth in in its Estimate dated October 9, 2023 and the plans for the Fairhaven Place Cul-de-Sac Enhancement dated July 2023 and prepared by Engenuity Group, Inc. consisting of four pages (C1 to C4) ("Plans"), both of which are incorporated herein by reference ("Work"). In the event of a conflict between the terms of the Estimate and the terms of this Contract or the Plans, the terms of this Contract and the Plans shall control. CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

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

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

### **ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.**

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Estimate in an amount not to exceed Forty-Five Thousand Four Hundred and Eighty-Seven Dollars and No Cents (\$45,487.00).

B. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposals without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

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

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has 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 the Work.

#### **ARTICLE 4. INSURANCE.**

A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of \$1,000,000.00 in aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

## **ARTICLE 5. PERSONNEL.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.
- B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work (including subcontractors) shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.
- C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

## **ARTICLE 6. 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 the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

## **ARTICLE 7. INDEPENDENT CONTRACTOR.**

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

## **ARTICLE 8. TERMINATION.**

This Contract may be terminated by CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid

for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 9. SUCCESSORS AND ASSIGNS.**

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

#### **ARTICLE 10. ACCESS AND AUDITS.**

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

#### **ARTICLE 11. ENFORCEMENT COSTS.**

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

#### **ARTICLE 12. PROTECTION OF WORK AND PROPERTY.**

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

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

**ARTICLE 13. NOTICE.**

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

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

and if sent to the CONTRACTOR shall be mailed to:

Saffold Paving, Inc.  
2915 East Tamarind Avenue  
West Palm Beach, FL 33403

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

**ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.**

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

**ARTICLE 15. TERMINOLOGY AND CAPTIONS.**

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

**ARTICLE 16. PREPARATION.**

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

#### **ARTICLE 17. MATERIALITY.**

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

#### **ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.**

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

#### **ARTICLE 19. LEGAL EFFECT.**

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

#### **ARTICLE 20. SURVIVABILITY.**

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

#### **ARTICLE 21. WAIVER OF SUBROGATION.**

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

#### **ARTICLE 22. WARRANTY.**

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Proposals. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

#### **ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.**

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

## **ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.**

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

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

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

## **ARTICLE 25. FEDERAL AND STATE TAXES.**

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

## **ARTICLE 26. INSPECTOR GENERAL**

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

## **ARTICLE 27. PUBLIC RECORDS.**

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

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

A. Keep and maintain public requires required by the VILLAGE to perform the service.

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

#### **ARTICLE 28. E-VERIFY**

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

#### **ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL**

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

*Remainder of page blank – signatures on next page*



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

**CONTRACTOR:**

**SAFFOLD PAVING, INC.**

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

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

Title: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_  
DAVID NORRIS  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
JESSICA GREEN  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: November 15th, 2023

SUBJECT: **RESOLUTION – Requesting approval to accept a proposal from Saffold Paving Inc. for installation of a GEOGRID Reinforced sodded median in the amount of \$45,487.00.**

---

Village staff has identified an opportunity to improve the pervious area on Fairhaven Place. The vendor will be creating a flush stabilized grass island in the cul-de-sac and installing a geogrid system that will allow percolation of stormwater and eliminate a large portion of the sheet flow run off to the catch basin on Fairhaven Drive. This system will allow residents and EMS vehicle to drive over it. There will also be a 24 foot lane on the north and south sides, with a 30 lane on the east and west ends to maintain vehicular maneuverability.

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

Vendor	Total
Saffold Paving Inc.	\$45,487.00
On Grade Excavating LLC	\$82,610.00
Hinterland Group, Inc.	\$215,940.00

Saffold Paving, Inc. provided the best proposal to complete the project quickly. In accordance with the Village's purchasing policy, all purchases in excess of \$25,000 and up to \$50,000 shall be brought to Village Council on the Consent Agenda for approval.

Village Staff is recommending approval of this resolution to continue to improve and maintain Village infrastructure.

Funding Source:

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

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
Stormwater Utility Fund	Public Works	H7321-34684	Repair & Maintenance – Stormwater Drainage System	\$45,487.00

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

**Village Staff requests Council consideration and approval of the attached Resolution to accept the proposal from Saffold Paving, Inc. for installation of a GEOGRID Reinforced sodded median in the amount of \$45,487.00 with funds expended from account number H7321-34684 (Streets & Grounds – Repair & Maintenance Stormwater Drainage System) in accordance with Village policies and procedures.**

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

PURCHASING QUOTE DOCUMENTATION

Item to be purchased: INSTALLATION OF GEOGRID AT FAIRHAVEN PLACE		Date: 11/15/2023
		Department: PUBLIC WORKS - STREETS & STORMWATER
Quote #	Vendor name, phone # & contact	Quoted Amount
1	SAFFOLD PAVING, INC	\$45,487.00
2	ON GRADE EXCAVATING, LLC	\$82,610.00
3	HINTERLAND GROUP, INC	\$215,940.00

Vendor

Selected: SAFFOLD PAVING, INC

Reason: BEST PRICE FOR THE SCOPE OF WORK

Approved:   
Manager Approval

Approved:   
Department Head

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



## Estimate

2310-0614-2759

2023-10-09

Saffold Paving Inc.  
2915 E Tamarind Ave  
West Palm Beach FL 33403  
annette@saffoldpaving.com  
(561) 469-6513

The Village of N Palm Beach - Marc Holloway  
645 Prosperity Farms Road  
North Palm Beach FL 33408  
mholloway@village-npb.org  
(561) 691-3440

Marc Holloway  
645 Prosperity Farms Road, North Palm Beach, FL, 33408

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Demo, Header Curb, Sodded Median</u> Saffold Paving proposes to furnish all labor, materials, and equipment to perform the following services: <ul style="list-style-type: none"><li>• Demo 8 1/2" of Asphalt</li><li>• Install Header Curb</li><li>• Install Geogrid reinforced Sodded Median</li><li>• Clean up and remove all construction-related debris.</li></ul>	\$44,987.00	1.00	\$44,987.00
<u>Permit Fee</u> A permit processing fee of \$ 500.00 applies for work to be performed. City permit fees are to be determined when submitting the application to the city. Owner to pay all city permit, recording, and surveying fees.	\$500.00	1.00	\$500.00

*Total*      \$45,487.00

**Compensation.** Client shall pay as set forth below. Price is subject to change, with customer's approval.

### **PAYMENT TERMS:**

Upon acceptance of this Proposal, a fifty percent (50%) deposit of total price will be due 40% Due after completion of the project. 10% Due after owner's final approval. Prices are based on the cost of materials as of the date of this proposal, subject to change after 30 days. Actual material cost will be determined by the cost in effect at the time of shipment.

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

Estimate 1486



ADDRESS

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

DATE  
09/18/2023

TOTAL  
\$128,610.00

EXPIRATION  
DATE  
10/18/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	- Cut and remove approx 6000sq ft of asphalt and sub base. Lower grade 8.5in and haul away all material. - Pout 2 concrete footers on both ends approx 120ft with 1 #4 rebar. - Install geo fabric and geo grid. - Backfill with pea rock/soil mix and compact. - Resod on top of geo grid with Bahia grass per plan.	1	82,610.00	82,610.00
	- Once island is complete, mill down asphalt and repave.	1	46,000.00	46,000.00
	NOTES: * Signed estimate with 50% deposit down tot get scheduled. * 50% due day of completion.	1	0.00	0.00

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

TOTAL

\$128,610.00

THANK YOU.

Accepted By

Accepted Date





Hinterland Group, Inc.  
2051 W Blue Heron Blvd  
Riviera Beach, FL 33404  
(561) 640-3503 - Phone

ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)

Proposal # 23-0112-00

**ADDRESS**

Village of North Palm Beach  
John Gibson  
[Jgibson@Village-NPB.org](mailto:Jgibson@Village-NPB.org)

DATE: 10/30/2023

**JOB NAME:** Fairhaven Place Cul-De-Sac Enhancement

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Proposal Includes the following scope of work, per the provided plans: - Mobilization of crews and equipment to the jobsite - Demolition and removal of approximately 5,200 SF of Asphalt pavement - Excavation, hauling and disposal of asphalt base to 8.5" below existing grade - Excavation at both ends for header curb installation - Installation of approx. 80 LF of 12"x10" Header curb - Installation of Approx. 5,200 SF of CellTek LSG-6 - Installation of Bahia Sod over geogrid - Cleanup and Demobilization	1	LS	\$215,940.00	\$215,940.00
- Mill and pave 1" around remainder of Cul-De-Sac with SP 9.5. Approx. 8,200 SF	1	LS	\$32,000.00	\$32,000.00
TOTAL				\$247,940.00

**Notes:**

- Does not include any permitting or Bonding
- Proposal Based on Plans provided by village

ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)

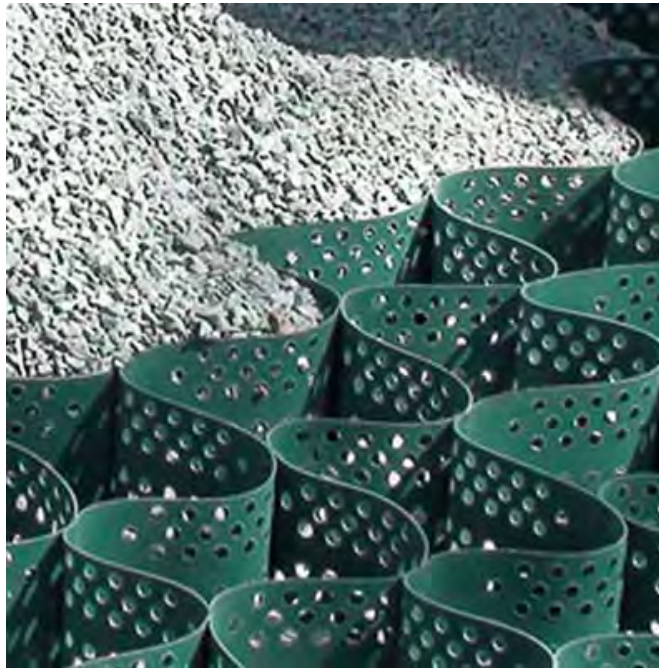
Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_

[Home](#) > [Driveway Grid Products](#) >







 [Larger Photo](#)



Like 0



## Cell-Tek Geocell Ground Grid Paver - LSG-4 (9' x 24' x 4")



[View Pricing and Order Online Below ▼](#)

**Why Buy Geocells from Landscape Discount?**

- **We only sell professional-grade geocells** from trusted US based manufacturers which is ASTM tested to meet specific technical guidelines.
- **We do not sell "no-name" or "off-brand" geocells.** We only sell geocells made by trusted manufacturers with proven **long term track records** and a solid reputation of standing behind their product.
- **We deliver the exact geocells that you ordered.** We never substitute for other brands or geocell types without the explicit consent from the customer.
- **We pickup our phone.** No phone tree. No menus. Just a helpful, live person happy to answer your product and order questions. (M-F 5am - 5pm PST)

Price: \$313.08



**Availability::** In stock

Product Code: LSG-4

Qty:

-

1

+

Add To Cart

Add To Wishlist



Description	



# CELL-TEK Geocell Ground Grid Paver – LSG-4

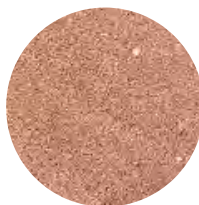
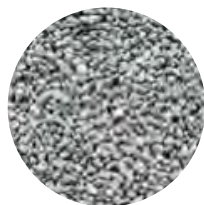


- **Model:** LSG-4
- **Size:** 9' x 24'
- **Square Footage Per Grid:** 215
- **Color:** Green
- **Cell Depth:** 4"
- **Cell Dimensions (LxW):** 10.2" x 8.8"
- **Load Rating:** 40,000 lbs (Maintenance Trucks)
- **FREE SHIPPING**
- **Volume pricing available on orders over \$7,000**
- **Would You Like a Written Quote? [Click Here >](#)**

## Fill With Gravel, Sand, Dirt or Grass

The LSG series grid can be filled with a variety of different infill types. You can build a reinforced grass driveway, strong gravel surface or a dirt area which is resistant to erosion. The possibilities are endless!





## No Gravel Base Required!

The LSG series does not require a gravel base. This is due to both the depth and amount of compaction which takes place within the confined cells. Simply lay an approved geotextile below the grid and fill. The result is a savings in both labor and material cost.





## Fabric for Beneath LSG Grid (Required)

It is required that a layer of geotextile fabric is placed below the LSG grid to prevent the gravel from absorbing into the ground. The recommended DuPont fabrics are non-woven geotextiles which provides strength and excellent drainage.

[View Fabric Options & Other LSG Accessories >](#)

**LSG SERIES LOAD SUPPORT GRID** provides superior support to your pavement system. The system confines materials and prevents lateral movement away from the applied load. The stabilizer grid acts as a large mat, by spreading the load over an extended area while increasing the load bearing capacity of the pavement surface.

### APPLICATIONS INCLUDE:

- Porous Pavements
- Overflow Parking Areas
- Access Roads
- Fire Access Lanes
- Boat Ramps
- Parking Lots
- Golf Cart Paths
- Roadside Shoulder Reinforcement
- Driveways
- Ports & Marinas
- RV Parking
- Trails & Pathways
- Pavement Base Support
- Permeable Paver Support

### BENEFITS:

- Reduce Base Thickness up to 50%
- Reduce Subgrade Stress
- Reduce Installation Cost



**ENVIRONMENTAL BENEFITS:**

- Reduce Stormwater Runoff
- Natural Recharging of Groundwater
- Capture Airborne Pollutants
- Safely Distributes Car Oil Leakage
- Reduce Hot Surface Temperatures

**STORMWATER STORAGE:**

LSG-6 (6 inch cell depth) infilled with #57 stone with a 1" wearing layer can provide 2.8" of rainwater storage.

**EARN LEED BUILDING CREDITS:**

Reduced Site Disturbance - Heat Island Effect  
Recycled Material Content - Stormwater Management





## Features

### Gravel

AGGREGATE PAVING  
(NON-VEGETATED)

- ACCESS ROADS
- GRAVEL PARKING LOTS
- PORTS & MARINAS
- BOAT RAMPS
- FIRE ACCESS LANES
- RV PARKING

#### GRAVEL

Permeable gravel pavements are permanently stabilized with the LSG series. Eliminate rutting.



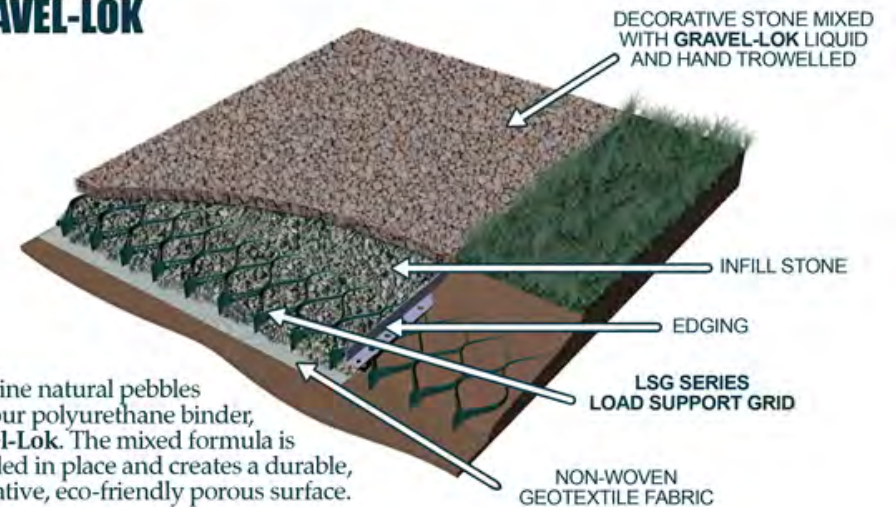
### Gravel-Lok

BONDED AGGREGATE  
SURFACE

- WALKWAYS & PATHS
- PATIOS & COURTYARDS
- GOLF COURSES
- TREE PITS
- HISTORICAL SITES

#### GRAVEL-LOK

Combine natural pebbles with our polyurethane binder, Gravel-Lok. The mixed formula is troweled in place and creates a durable, decorative, eco-friendly porous surface.

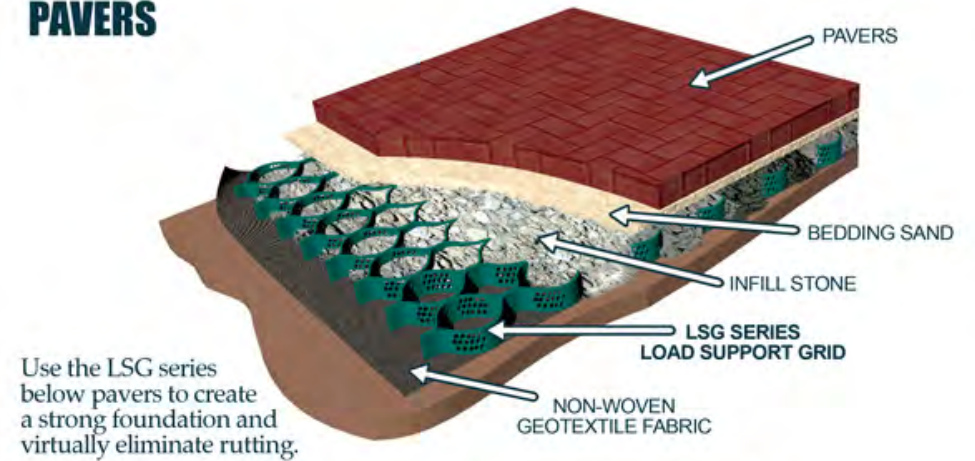


### Pavers



**PAVER LOAD SUPPORT**

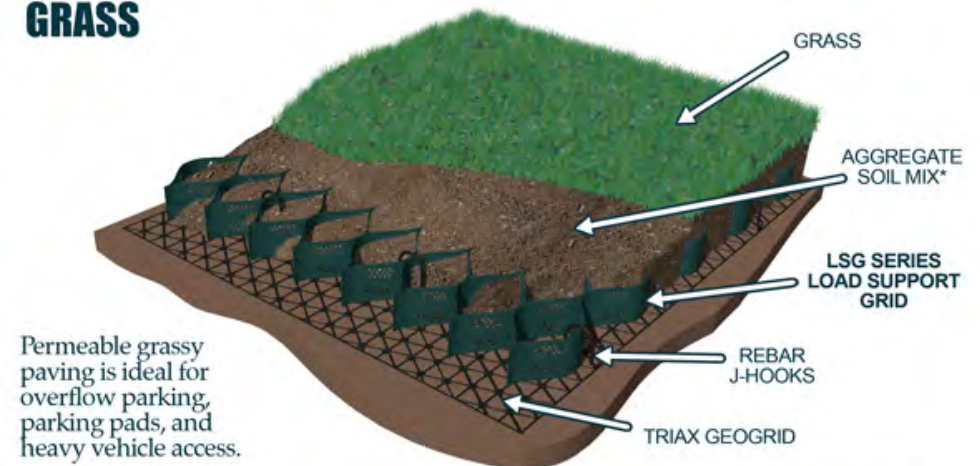
- PAVER BASE SUPPORT
- DRIVEWAY BASE SUPPORT
- RETAINING WALL SUPPORT
- BASE REDUCTION SYSTEM

**PAVERS**

Also ideal for stabilizing the top layer of gravel in a permeable paver application.

**Grass****GREEN PAVING  
(VEGETATED / TURF)**

- OVERFLOW PARKING
- GREEN PARKING SPACES
- GREEN ROOFS
- VEGETATED GROUND COVER

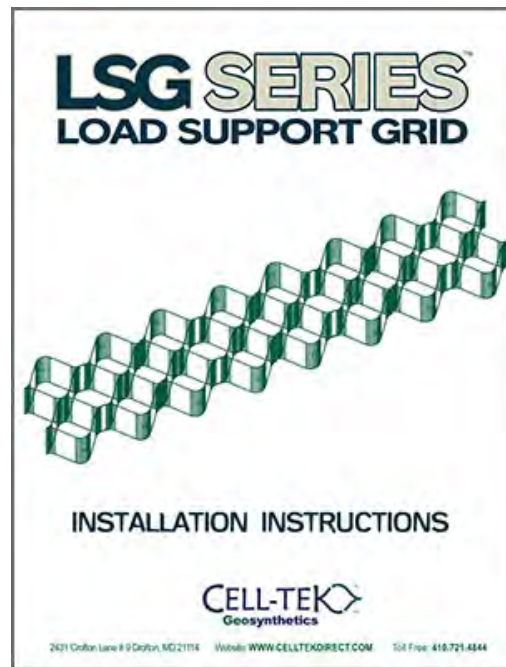
**GRASS**

\*Aggregates and soil are mixed for load support and root growth. Ratio varies. Call for details.

## Installation Video: Gravel Driveway

Learn how to install the LSG Series Grid in a gravel driveway application

Cell-Tek Q&A: How do you install LSG s...



## Installation Guide

Download a printable version of the LSG Series Grid Installation Guide

[Download](#)

## Mud Management Installation Guide

Download a printable version of the LSG Series Grid mud management installation guide

[Download](#)

## Product Brochure

Download a printable version of the LSG Series Product Brochure

[Download](#)

## Mud Management Case Study

View a case study from a customer who installed the LSG to solve a problematic muddy area in their landscape

[Download](#)

## Installation Video: Grass Reinforcement

Learn how to install the LSG Series Grid in a grass reinforcement application



Cell-Tek Q&A: How do you install LSG f...



## Installation Video: Connecting Grids

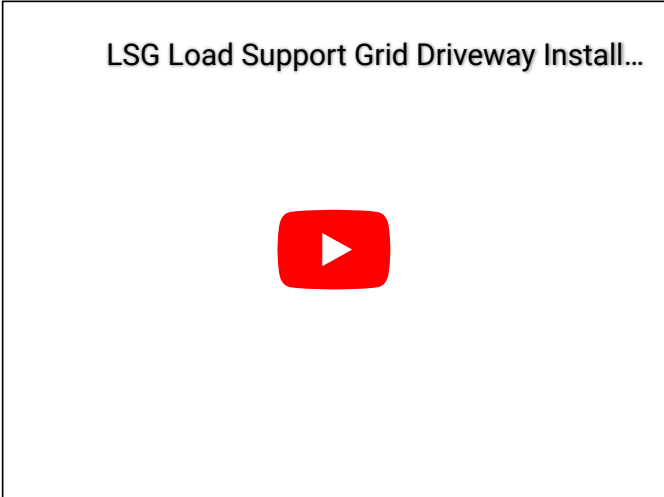
Learn how to connect the LSG Series Grids together

Cell-Tek Q&A: How do you connect Cell...



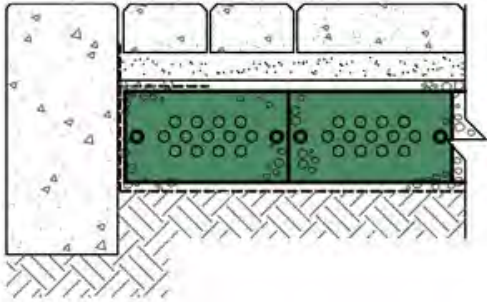
# Installation Video: Load Support for Paver Driveway

Learn how to install the LSG Series Grids in a load support application



## Load Support

Geocellular Confinement takes infill materials and produces a stiff base by creating a semi-rigid slab. The system prevents the lateral displacement of infill materials which eliminates rutting and washboarding usually associated with gravel pavements. The system allows for a reduction in overall base thickness, as well as enabling subgrade materials to withstand more than 10 times the number of cyclic load applications, without the appearance of deflection when compared to unconfined aggregates. GCS allows for the use of lower quality infill materials in situations where quality aggregates are not readily available and helps to create pavements on soft soil subgrades. When it comes to load support in porous paving applications, Cell-Tek's LSG SERIES delivers the competitive advantage.



PRODUCT	LSG-3	LSG-4	LSG-6
TYPE OF TRAFFIC	Cars & Pickup Trucks	Maintenance Trucks	Heavy Trucks & Fire Access
LOAD DETAILS	8000 lb. Axle Loads: 18kN	H10 Loading 40,000 lb. Axle Loads: 75kN	H20 Loading 80,000 lb. Axle Loads: 145kN

SUBGRADE CBR	>3% CBR Normal Hard Surface	>3% CBR Normal Hard Surface	>3% CBR Normal Hard Surface
<b>SURFACE WEAR LAYER</b> (overfill)	2"	2"	2"
TOTAL SYSTEM THICKNESS	5"	6"	8"
<b>GEOTEXTILE</b> (filtration & separation)	YES Nonwoven	YES Nonwoven	YES Nonwoven
EQUIVALENCY TO UNCONFINED GRAVEL	12" - 14"	16" - 20"	24" - 30"
WATER STORAGE	2"	2.4"	3.2"

PRODUCT	CELL DEPTH
LSG-3	3" (75mm)
LSG-4	4" (100mm)
LSG-6	6" (150mm)

Expanded Grid Dimensions	9' X 23.92' (215SF)
Nominal Cell Dimensions	9.9" x 9.9" x Cell Depth
Packaged Dimensions Per Grid	24" x 54" x Cell Depth
Packaged Dimensions Full Pallet	48"W x 54"D x 40"H
Collapsed Grid Length	18.5 FT

PROPERTIES	TEST METHOD	TEST VALUE
Material Composition	ASTM D1505	Polymer; virgin HDPE Density: 0.9574g/cm3
Normal Sheet Thickness	ASTM D5199	1.33mm
Environmental Stress Cracking	ASTM D1693	3500 Hrs.
Stabilizer	ASTM E682	Hindered amine light stabilizer (HALS) 1.0% by weight

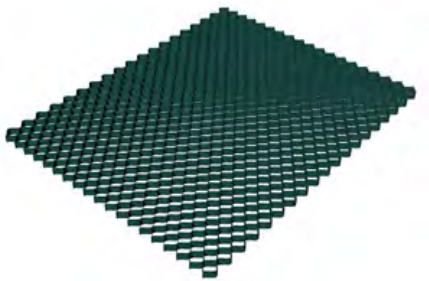


Short Term Seam Peel Strength	3" (75mm)	1065N
	4" (100mm)	1542N
	6" (150mm)	2170N
Long Term Seam Peel Strength	A 100mm (4 inch) wide section sample shall support a (160 lb.) load for a period of 7 days (168 hrs.) minimum in a temperature controlled environment undergoing a temperature change on a 1 hour cycle from ambient room temperature to (130F)	

SPECIFICATIONS	LSG-3	LSG-4	LSG-6
Weight Per Grid	37.5 Lbs.	50 Lbs.	75 Lbs.
Units Per Pallet	24	18	12
SF Per Pallet	5160	3870	2580



Single Cell



EXPANDED GRID 9' x 23.92' (215 SF)



COLLAPSED GRID



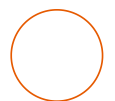








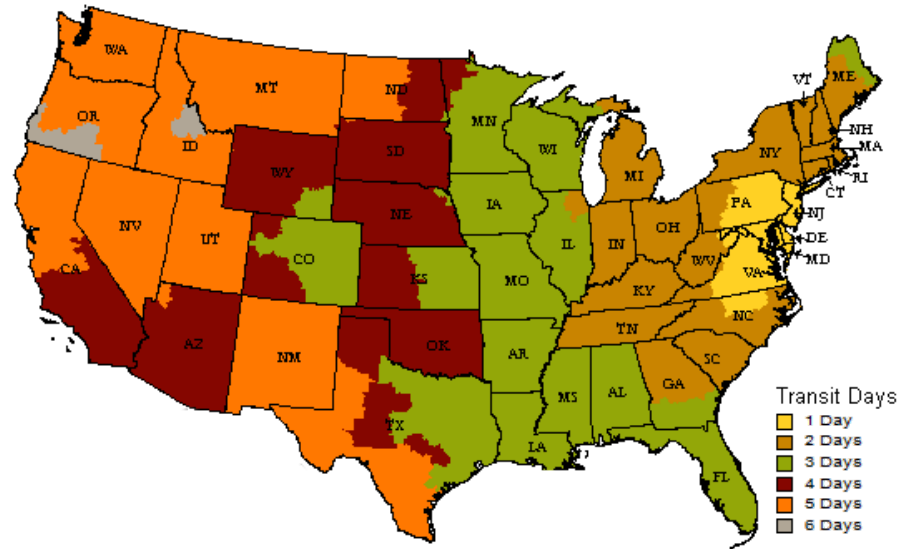




## LSG Series Grid Shipping Time:

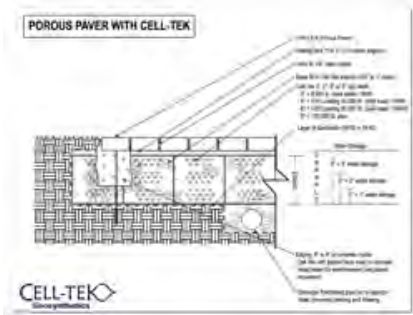
LSG grid orders typically ship same day if the order is placed before 12:00 noon EST. Transit times displayed in the map are listed in business days, are **approximate** and are **specific to LSG grid products only**. The day that the order is shipped is not counted as a transit day.

The transit times displayed on the map are for standard ground shipping.

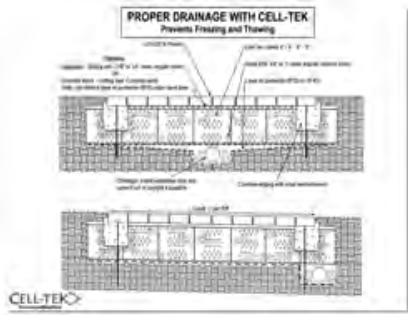


## Additional Technical Information Downloads

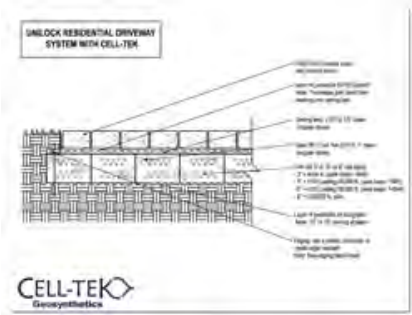




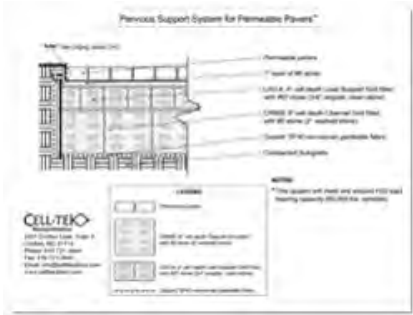
POROUS PAVER w/ LSG SERIES



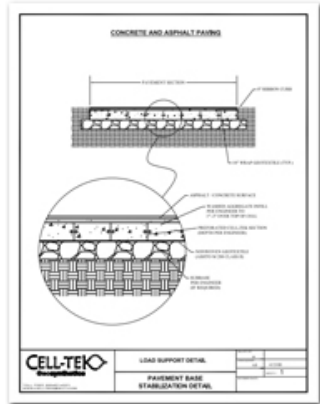
PROPER DRAINAGE w/ LSG SERIES



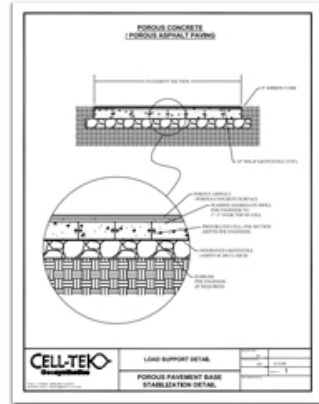
RESIDENTIAL DRIVEWAY w/ LSG SERIES



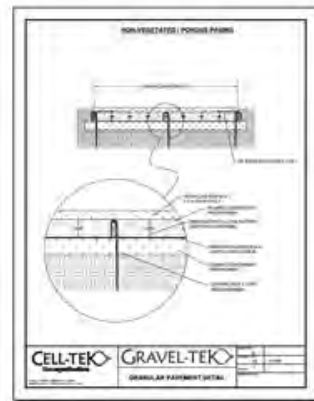
PERVIOUS SUPPORT SYSTEMFOR PERMEABLE PAVERS



REGULAR & POROUS PAVEMENT BASE STABILIZATION DETAIL (CONCRETE)



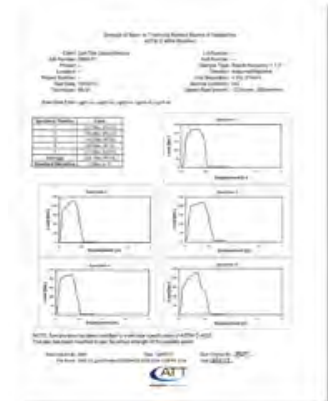
REGULAR & POROUS PAVEMENT BASE STABILIZATION DETAIL (ASPHALT)



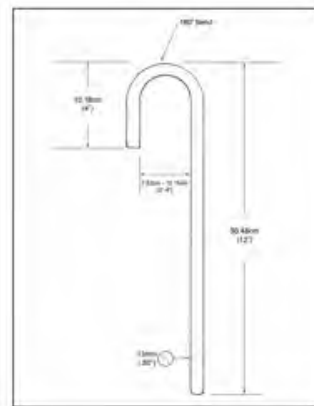
NON-VEGETATED / POROUS  
PAVING(WITH J-HOOKS)



VEGETATED GREEN PAVING (WITH J-  
HOOKS)



SEAM TENSILE TESTING RESULTS



J-HOOK SPECIFICATIONS & PLACEMENT

J-HOOK MEASUREMENTS

18" height (JHR18) - [CLICK HERE](#)

24" height (JHR24) - [CLICK HERE](#)



RELATED ITEMS

---







**Rebar J Hooks - 18"- LSGONLY**

Price: \$3.37



**Rebar J Hooks - 24"- LSGONLY**

Price: \$4.28



**EnviroGrid Geocell Ground Grid Paver - EGA20-8 (8.4' x 21.4' x 8")**

Price: \$421.98





### **Geocell Grid Staples**

Price: \$29.81



### **EnviroGrid Geocell Ground Grid Paver - EGA20-3 (8.4' x 21.4' x 3")**

Price: \$213.26







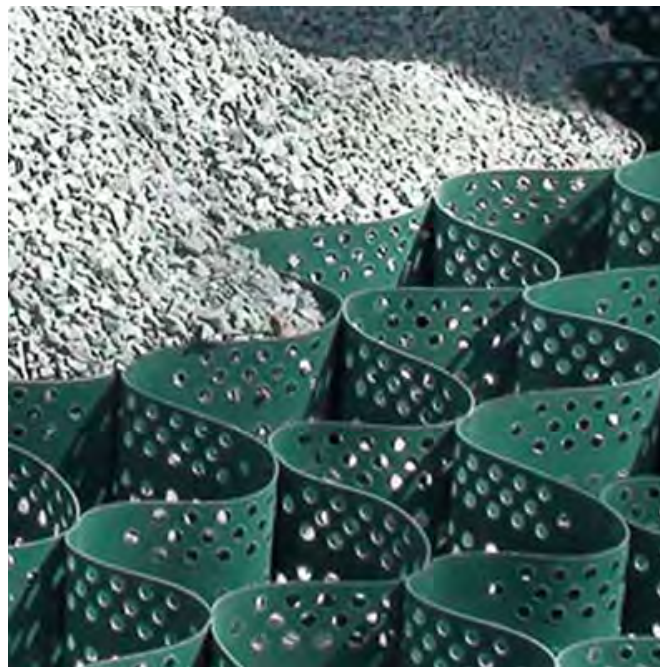
**Heavy-Duty Stapler**

Price: \$64.50

**EnviroGrid Geocell Ground Grid Paver - EGA20-6 (8.4' x 21.4' x 6")**

Price: \$316.48





### Cell-Tek Geocell Ground Grid Paver - LSG-3 (9' x 24' x 3")

Price: \$268.14

Average Rating: ★★★★★☆ 4 of 5 Total Reviews: 2 Write a review »  
0 of 0 people found the following review helpful:

#### ★★★★☆ Not Easy, But Maybe Worth It

April 26, 2022

Reviewer: Anonymous Person from Keene, NH United States

I found it hard to cut it to fit because it expands unevenly and seems to not match the specified size of 9x24 ft. Cutting it with a scissors was a monumental task- in the end I took a rotary saw to it. The good news? After all the gravel was filled into it and compacted we parked a 10,000 lb truck on it, and it seems to be doing fine.

Was this review helpful to you?

1 of 1 people found the following review helpful:



★★★★★ **Geocell**

September 11, 2021

Reviewer: *Bob Saxwold from Ishpeming, MI United States*

Very easy to install

Was this review helpful to you?





# LSG Installation Instructions

[Home](#) > [LSG Series®](#) > LSG Installation Instructions



## Installation Instructions

Calculate how many  
LSG Grids you'll need  
here

[Click here to download PDF](#)

### For Loose Gravel Top Installation



- 1) Lay out job prior to excavation.
- 2) Remove all vegetation, debris or pavement.
- 3) Excavate soil to appropriate depth (see chart below)
- 4) Prep subgrade. Use gravel to level any areas if desired.



- 5) Install non-woven geotextile fabric overlapping by a minimum of 12" at the seams.



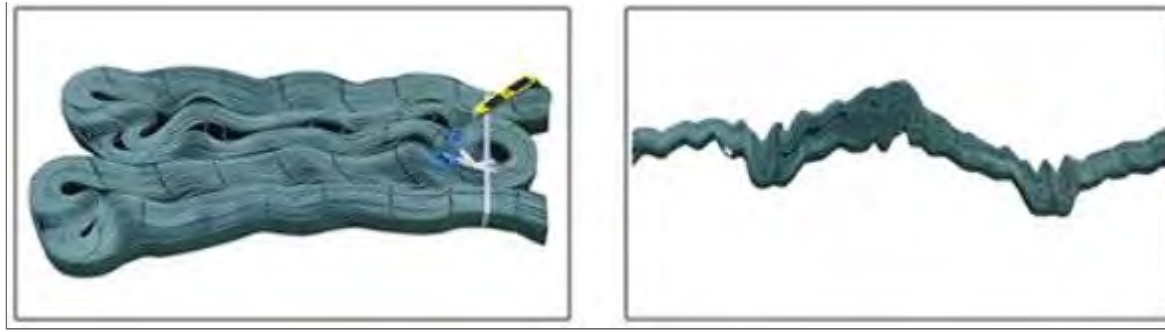
- 6) Lay out stakes.

Four j-hooks should be placed at each corner of expanded grid dimensions.

You should have one j-hook in each corner.

For more detailed explanation of how to properly measure and place the corner stakes, [click here](#).





## 7) Unpack Grid.

Remove bands with any cutting tool.

Unfold the Grid.

NOTE: If using more than one piece of Grid refer to connection instructions below.



## 8) Expand Load Support Grid.

Start by attaching the 4 corner cells to the 4 j-hooks.

Then, place a j-hook at the halfway point on each of the long sides and attach grid to those j-hooks.

Continue adding more j-hooks and expanding open the grid until the long sides and then the short sides are fully expanded.

For a more detailed explanation of expansion, [click here](#).



9) Continue to add j-hooks or simply fill gravel in perimeter cells as needed to ensure proper expansion.

10) Install rebar j-hooks every 4' – 5' throughout the system to keep the grid pinned down.



11) Begin filling cells with infill (see chart below for specified material).

To prevent damage to the Grid, limit the drop height of infill to no more than 3 ft.

12) Machine infill.

It is safe to drive on cells that have been completely filled.

**CAUTION: DO NOT TWIST MACHINE TRACKS ON GRID.**

13) Rake or blade compact the infill to specified dimensions over top of cells (see chart below for dimensions).

14) Compact infill with a plate compactor or plate tamper.

**COMPLETED: Gravel-Tek installation.**

#### For Grassy Top Installation

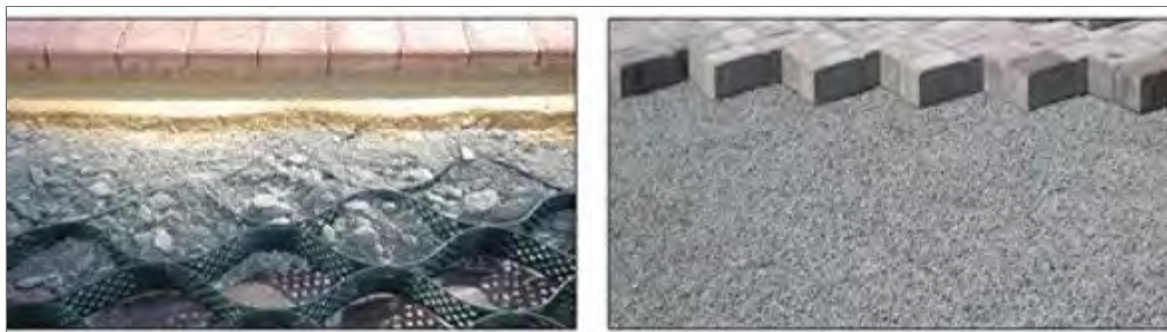


Instead of a non-woven geotextile fabric, use Triax geogrid as the underlayment below the cells. This will allow grass roots to grow deep.

Instead of filling the cells with stones, fill with a 50%/50% mix of washed angular stones and topsoil.

**COMPLETED: Grass-Tek Installation**

#### For Paver Top Installation



Traditional Method: Screed sand and lay pavers.

Permeable Method: Lay permeable pavers.

**Note:** Rebar j-hooks as shown above are not necessary for this application.





# How much do I need to excavate?

Application	Cell-Tek LSG Load Support Grid	Overfill Cells with infill materials by 1"*	Additional Surface Layer	Approx. Total System Depth (Excavation)
GRAVEL-TEK	LSG-3 (3" depth) LSG-4 (4" depth) LSG-6 (6" depth)	LSG-3: 4" infill* LSG-4: 5" infill* LSG-6: 7" infill*	2" wearing course gravel of your choice	LSG-3: 5-1/2" LSG-4: 6-1/2" LSG-6: 8-1/2"
PAVER-TEK	LSG-3 (3" depth) LSG-4 (4" depth) LSG-6 (6" depth)	LSG-3: 4" infill* LSG-4: 5" infill* LSG-6: 7" infill*	1" Bedding Sand + 2-3/8" Paver	LSG-3: 6-7/8" LSG-4: 7-7/8" LSG-6: 9-7/8"
GRASS-TEK	LSG-3 (3" depth) LSG-4 (4" depth) LSG-6 (6" depth)	LSG-3: 4" infill* LSG-4: 5" infill* LSG-6: 7" infill*	2" Grass / Turf	LSG-3: 5-1/2" LSG-4: 6-1/2" LSG-6: 8-1/2"

\*After compaction, infill settles to about 1/2" above cell

## LSG Series® Grid Connection Guide

Connection Type 1 - Cell Wall to Cell Wall

Connection Type 2 - Weld End to Weld End

Stabilizer Grid Connection

Pneumatic Stapler

OR

Hand Held Stapler

Type 1 - Cell Wall Connection

Type 2 - Weld End Connection

- Use heavy duty staples



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**Cell-Tek Geosynthetics, LLC.**

809 Barkwood Court, Suite M, Linthicum, MD 21090

Tel: 888-851-0051

Email: [info@celltekdirect.com](mailto:info@celltekdirect.com)



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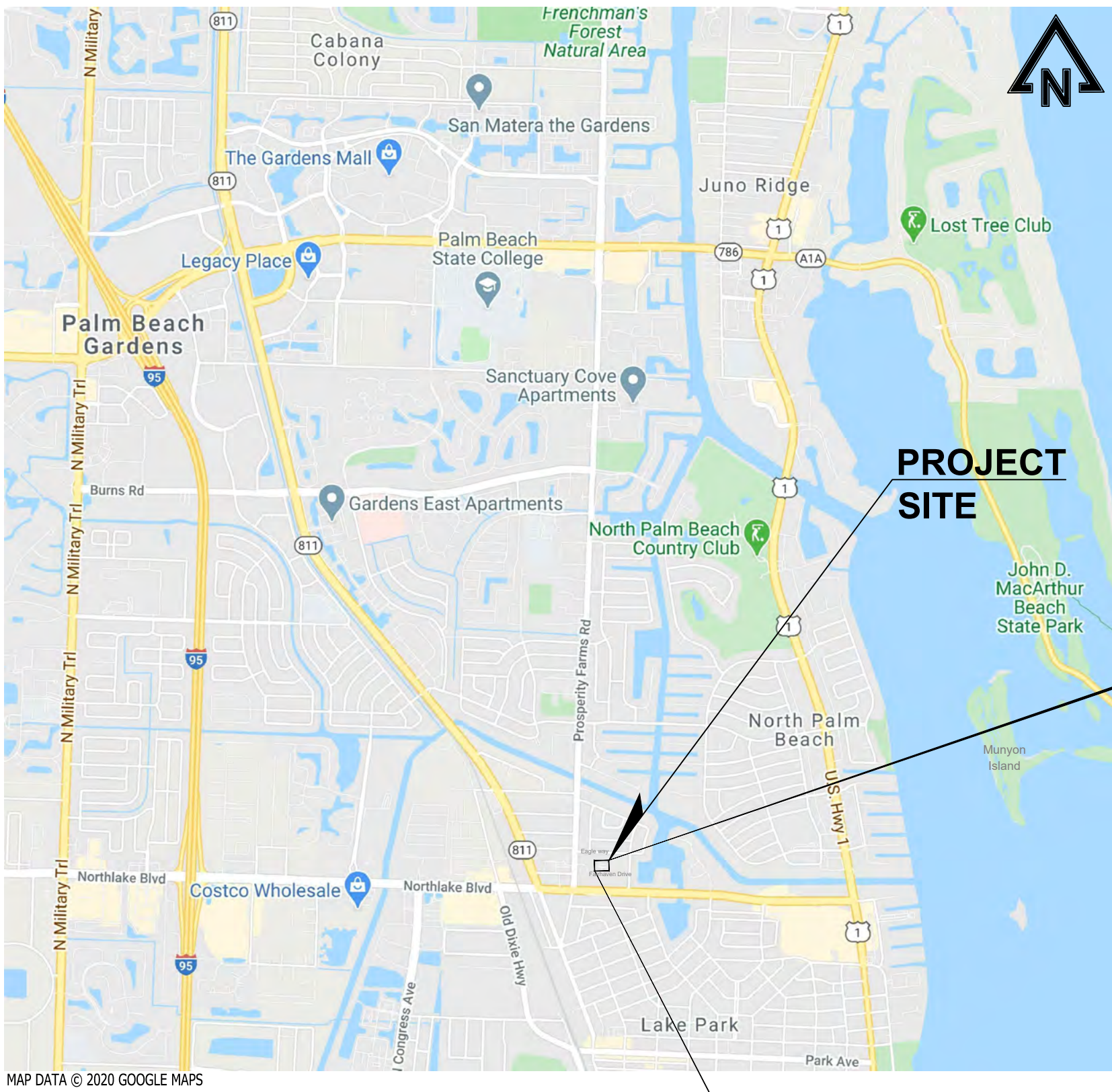
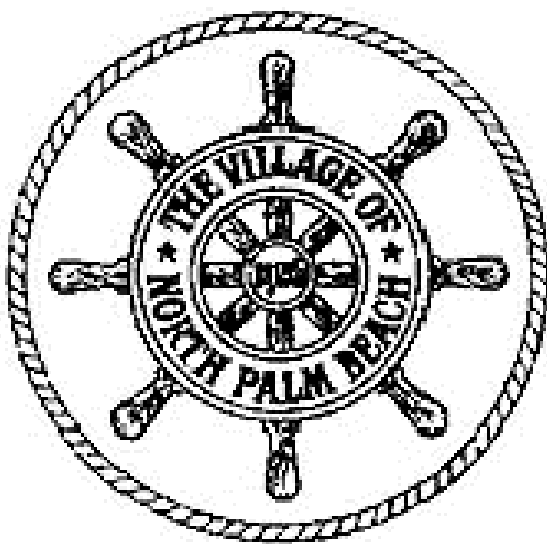


FAIRHAVEN PLACE  
CUL-DE-SAC ENHANCEMENT  
NORTH PALM BEACH, FLORIDA

PREPARED FOR

NORTH PALM BEACH

JULY 2023



VICINITY MAP  
NTS



PROJECT LOCATION

DRAWING INDEX:

- |    |                                   |
|----|-----------------------------------|
| C1 | COVER SHEET                       |
| C2 | DEMOLITION & EROSION CONTROL PLAN |
| C3 | ENGINEERING PLAN                  |
| C4 | NOTES                             |

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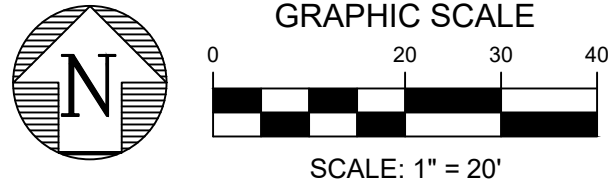
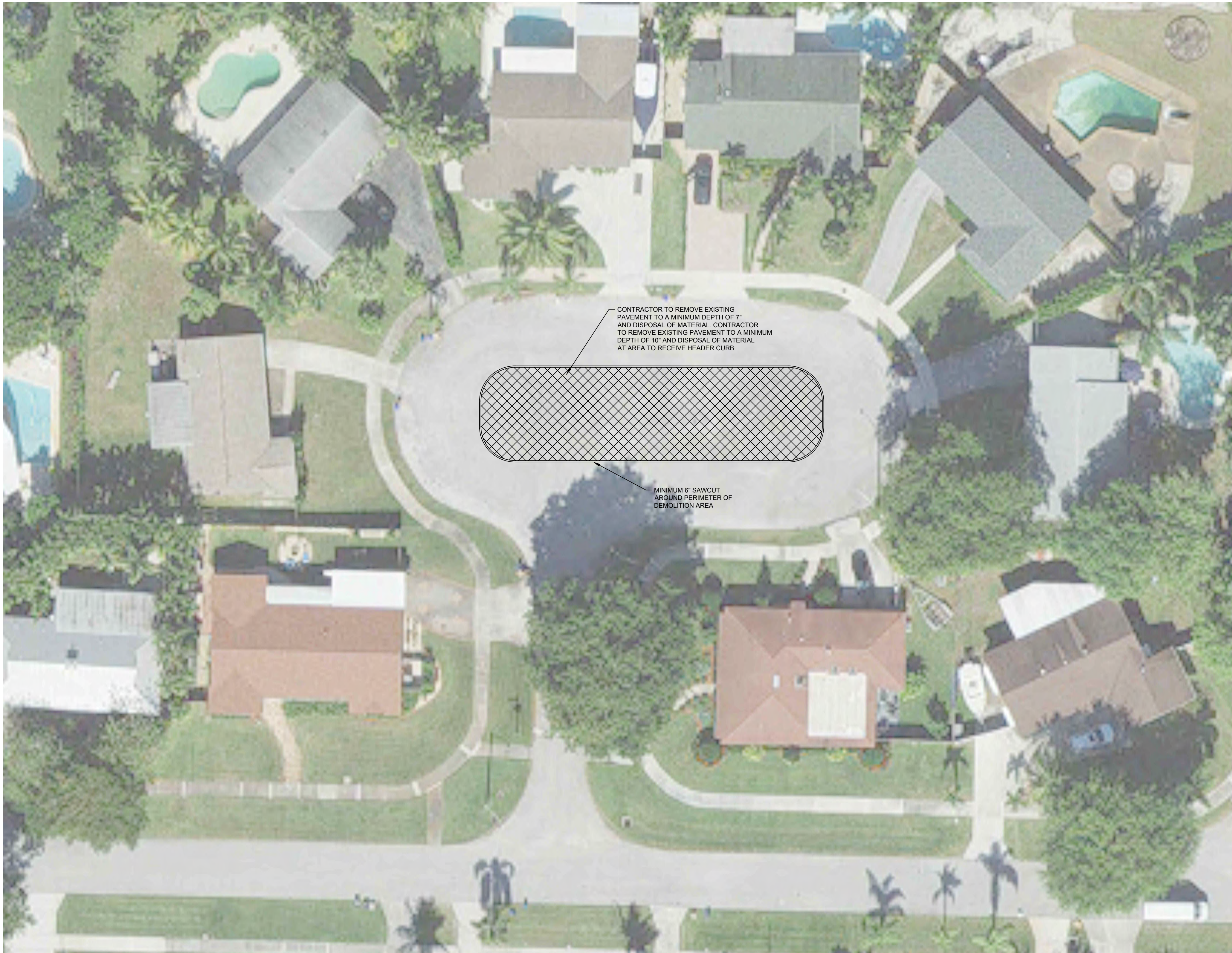
FAIRHAVEN PLACE CUL-DE-SAC ENHANCEMENT NORTH PALM BEACH, FLORIDA COVER
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C1	4			
JOB NO.	03045.184			

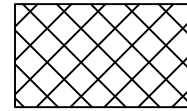
SUBMITTAL, PRELIMINARY





**LEGEND:**

**PROPOSED**

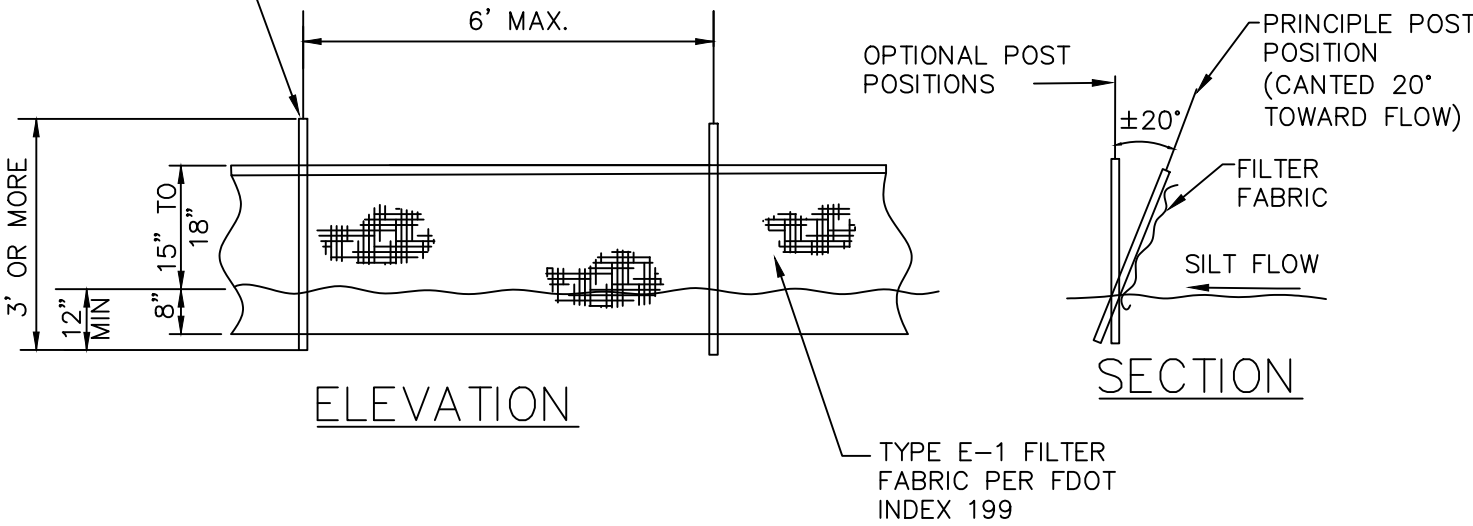


DEMOLITION

**POLLUTION PREVENTION NOTES:**

- ALL POLLUTION PREVENTION MEASURES SHALL BE STRICTLY ENFORCED.
  - PROVISIONS FOR CONTROL OF POLLUTION:
    - SUFFICIENT PRECAUTIONS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT THE RUN-OFF OF POLLUTING SUBSTANCES SUCH AS SILT, CLAY, FUELS, OILS, BITUMENS OR OTHER POLLUTING MATERIALS HARMFUL TO HUMANS, FISH, OR OTHER LIFE, INTO THE SUPPLIES AND SURFACE WATERS OF THE STATE OF FLORIDA. CONTROL MEASURES MUST BE ADEQUATE TO ASSURE THAT TURBIDITY IN THE RECEIVING WATER WILL NOT BE INCREASED MORE THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND UNLESS OTHERWISE PERMITTED. SPECIAL PRECAUTIONS SHALL BE TAKEN IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION. EROSION EVIDENT WITHIN THE LIMITS OF CONSTRUCTION OR OTHER AREAS AFFECTED BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
    - FILL OUT A NOTICE OF INTENT FORM (FDEP FORM 62-621.300(4)(B)) AND SUBMIT IT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
    - EXCAVATION OF WATER MANAGEMENT FACILITIES SHOULD OCCUR IMMEDIATELY AFTER CLEARING AND GRUBBING TO SERVE AS A SEDIMENT TRAP OR CATCHMENT FOR STORMWATER RUNOFF FROM EXPOSED SOILS.
    - CONSTRUCT PERIMETER BERM OR GRADE SITE TO PREVENT OFF-SITE DISCHARGE OF STORMWATER RUNOFF.
    - PLACE SILT FENCES OR HAY BALES TO CONTAIN EROSION IN AREAS PRONE TO STORMWATER RUNOFF EROSION VELOCITIES.
    - PROTECT EACH INLET THAT MAY RECEIVE RUNOFF FROM THE CONSTRUCTION SITE WITH SILT FENCE/FILTER FABRIC STAKED IN PLACE.
    - TAKE ALL REASONABLE PRECAUTIONS TO CONTROL DUST AND UNCONFINED PARTICULATE MATTER. THE APPLICATION OF WATER IS AN ACCEPTABLE DUST SUPPRESSANT ON ROADWAYS, STOCKPILES, AND ANY OTHER AREAS WITHIN THE PROJECT BOUNDARIES. DUST SUPPRESSANT WATER SHALL BE APPLIED IN SUCH A MANNER SO AS NOT TO PRODUCE EXCESS RUNOFF AND EROSION.
    - TAKE PRECAUTIONS IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION.
  - OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES:
    - HAZARDOUS WASTE - DISPOSE OF IN A MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS.
    - NOISE - MINIMIZE NOISE CAUSED BY THE OPERATION OF EQUIPMENT. ABIDE BY ALL LOCAL REGULATIONS COVERING NOISE CONTROL.
    - ODORS - DO NOT CAUSE OBJECTIONABLE ODORS TO BE GENERATED.
    - OFFSITE VEHICLE TRACKING - PROVIDE A ROCK CONSTRUCTION ENTRANCE TO REDUCE VEHICLE TRACKING OF SEDIMENTS. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE SHALL BE COVERED WITH A TARP/AULIN.
    - OPEN BURNING - NO OPEN FIRES OR BURNING OF MATERIALS.
    - PAINTS - ALL CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM, BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO THE PAINT MANUFACTURER'S INSTRUCTIONS AND STATE OR LOCAL REGULATIONS.
    - PETROLEUM PRODUCTS - MONITOR ONSITE VEHICLES AND TANKS FOR LEAKS. THEY SHALL RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. STORE PETROLEUM PRODUCTS IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED. USE ASPHALT SUBSTANCES ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE SECONDARY CONTAINMENT FOR FUEL ABOVE GROUND FUEL TANKS.
    - SANITARY WASTE - COLLECT ALL SANITARY WASTE FROM THE PORTABLE UNITS AT LEAST TWICE PER WEEK.
    - WASTE MATERIALS - COLLECT AND STORE ALL WASTE MATERIALS IN A SECURELY COVERED METAL DUMPSTER PROVIDED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY. DEPOSIT ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE IN THE DUMPSTER. THE DUMPSTER IS TO BE EMPTIED AS NEEDED SO THERE IS NO OVEFLOW. HAUL TRASH TO A STATE APPROVED LANDFILL FACILITY.
- A POLLUTION PREVENTION PLAN MUST BE FILED WITH THE APPROPRIATE GOVERNING AGENCIES.
- THE FOLLOWING ARE TO BE COMPLETED PRIOR TO CONSTRUCTION:
    - INSTALLATION OF A TWO FOOT (2') HIGH EROSION CONTROL FENCE STAKED EVERY TEN FEET (10') AROUND THE PERIMETER OF THE PROPERTY.
    - PLACEMENT OF HAY BALES AT LOW POINTS WHERE THE POSSIBILITY OF RUNOFF WILL BE THE GREATEST.
    - TURBIDITY BARRIERS MUST BE PLACED BEFORE ALL BANK IMPROVEMENTS AND OUTFALL STRUCTURE INSTALLATIONS.
    - ESTABLISHMENT OF CONSTRUCTION DEBRIS COLLECTION FACILITIES WITH METHODS TO PROPERLY DISPOSE OF COLLECTED CONSTRUCTION DEBRIS OFF-SITE IN A LICENSED FACILITY.
    - PLACEMENT OF HAY BALES COMPLETELY AROUND ANY STORM COLLECTION STRUCTURE THAT MAY RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.
    - INSTALLATION OF FILTER FABRIC OR EQUIVALENT IN ALL STORM COLLECTION STRUCTURES THAT MAY RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.
  - THE FOLLOWING PROCEDURES ARE TO BE IMPLEMENTED DURING CONSTRUCTION:
    - EVERY WEEK THE CONSTRUCTION MANAGER IS TO INSPECT THE FOLLOWING POLLUTION PREVENTION FACILITIES TO INSURE THAT THEY ARE IN PLACE AND WORKING PROPERLY. IF THEY ARE FOUND NOT TO BE WORKING PROPERLY THE CONSTRUCTION MANAGER WILL TAKE CORRECTIVE ACTION WITHIN FORTY-EIGHT (48) HOURS:
      - MAINTENANCE OF OPERATING CONDITION OF THE TWO FOOT (2') HIGH EROSION FENCE.
      - MAINTENANCE OF OPERATING CONDITION OF ALL HAY BALES PLACED AROUND INLETS AND LOW POINTS ON THE PERIMETER.
      - DISPOSAL OF ALL CONSTRUCTION DEBRIS TO AN OFF SITE LICENSED WASTE DISPOSAL FACILITY.
      - INSPECTION OF ALL INLETS WHERE FILTER FABRIC OR ITS EQUIVALENT HAS BEEN PLACED IN THE STRUCTURE. CLEAN AND REMOVE SEDIMENTS AND TRASH AS NEEDED.
      - MAINTENANCE OF ALL TURBIDITY BARRIERS.
    - THERE WILL BE NO MAINTENANCE OF VEHICLES PERFORMED ON-SITE. THERE WILL BE NO DISPENSING OR DISPOSAL OF MOTOR OIL, HYDRAULIC FLUID OR FUEL OIL ON-SITE.
    - EVERY THREE MONTHS DURING CONSTRUCTION AND ONE MONTH AFTER THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES THE CONTRACTOR IS TO INSPECT AND CLEAN OUT ALL CATCH BASINS AND INLETS, RELIEVING RUNOFF FROM THE SITE.
    - IF MODIFICATIONS ARE MADE TO THE POLLUTION PREVENTION PLAN THEY MUST BE SUBMITTED IN WRITING.

POST OPTIONS: SOFTWOOD 2 3/4" DIA.  
SOFTWOOD 2" x 4"  
HARDWOOD 1 1/2" x 1 1/2"  
STEEL 1.33 LBS/FT



SILT FENCE

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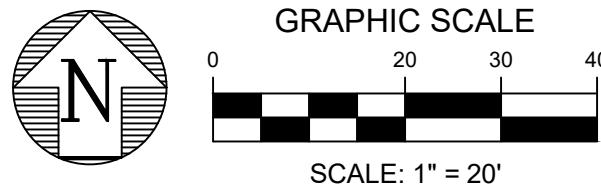
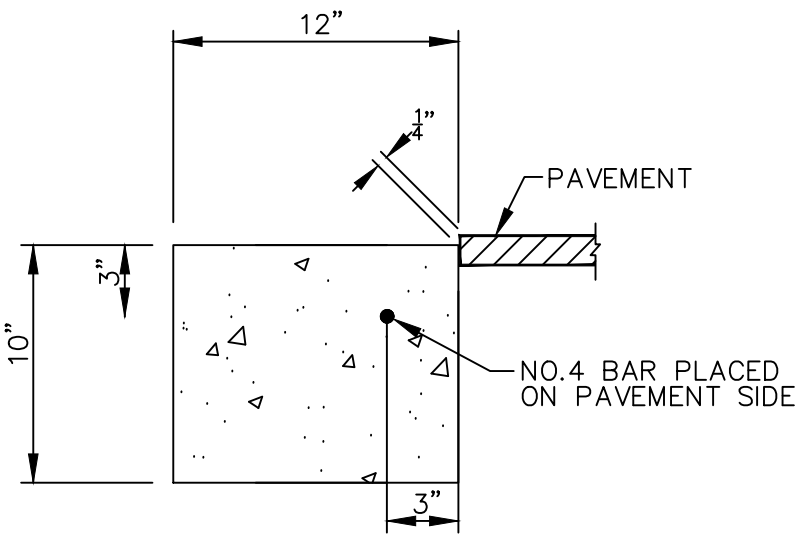
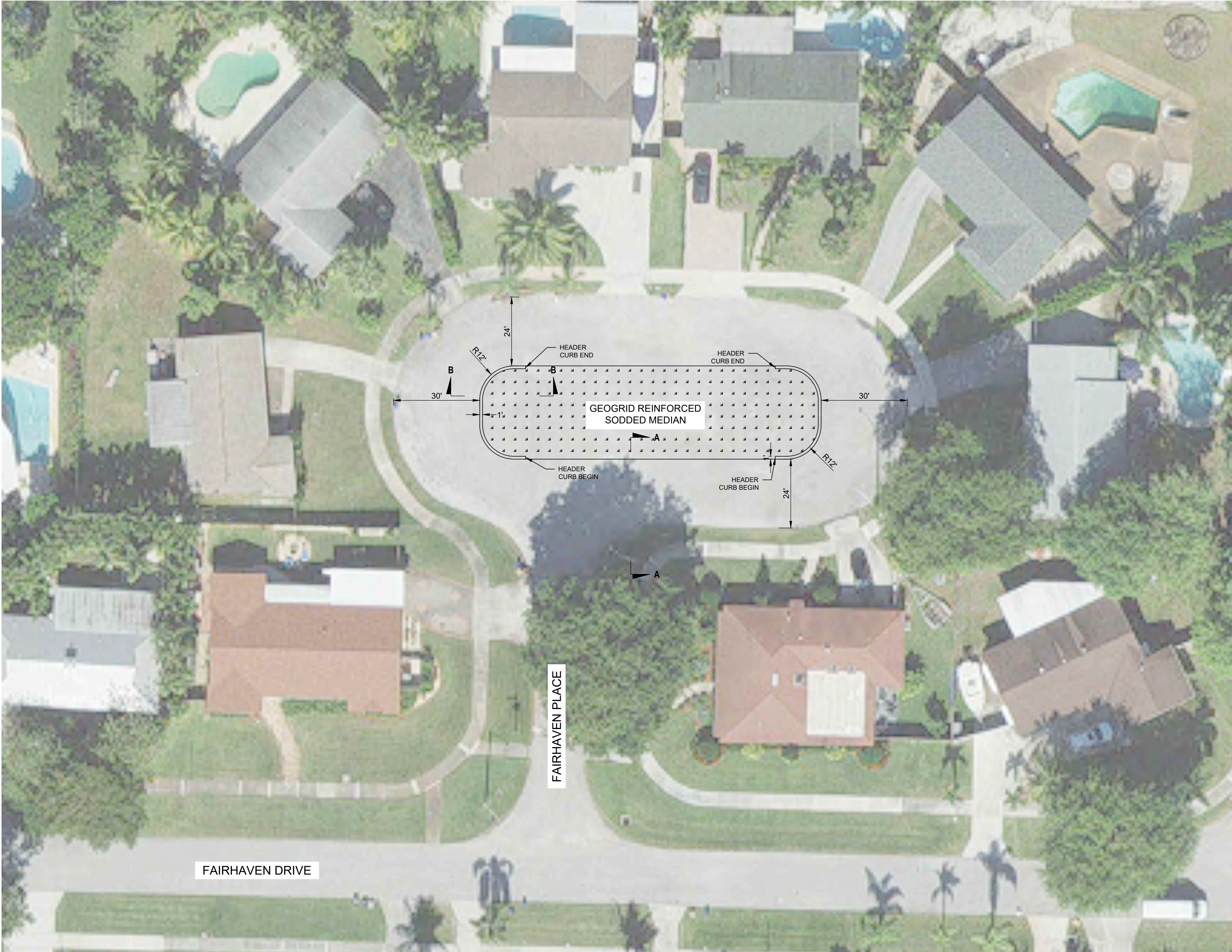
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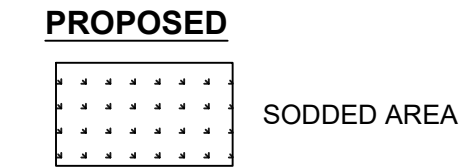
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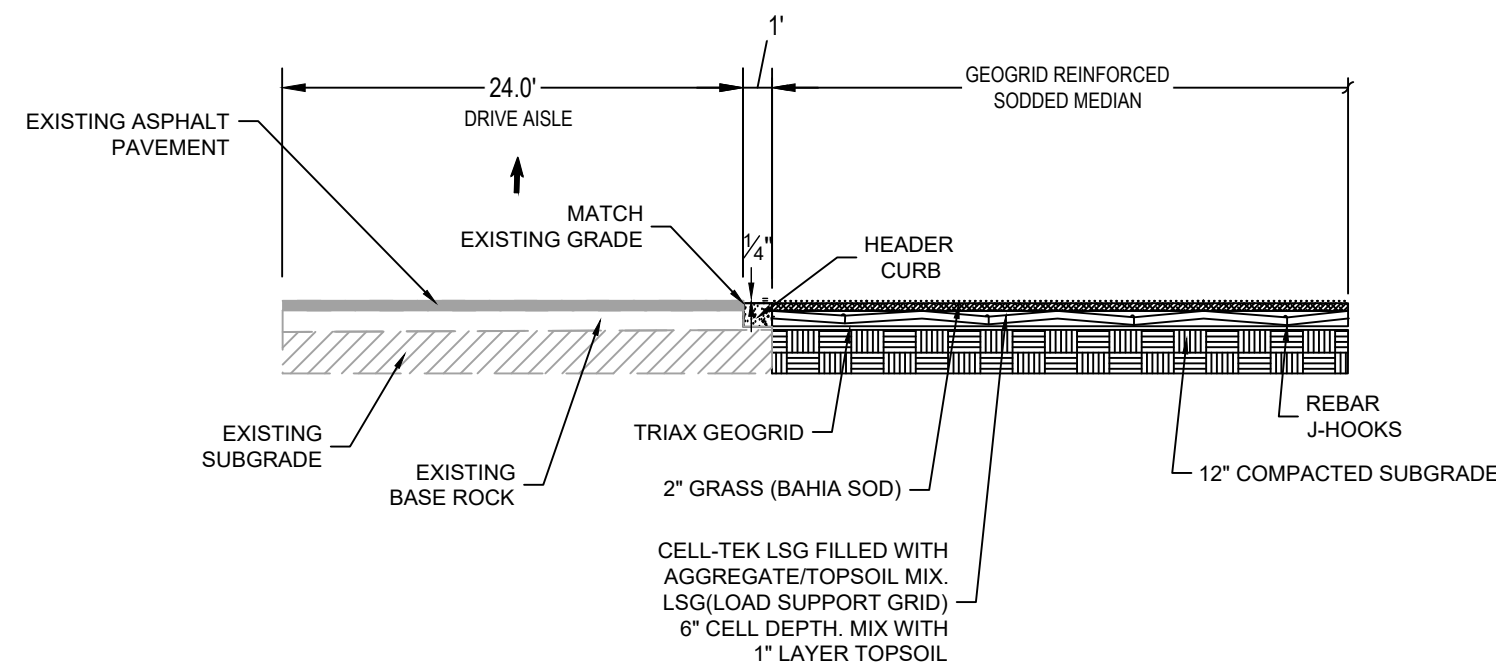
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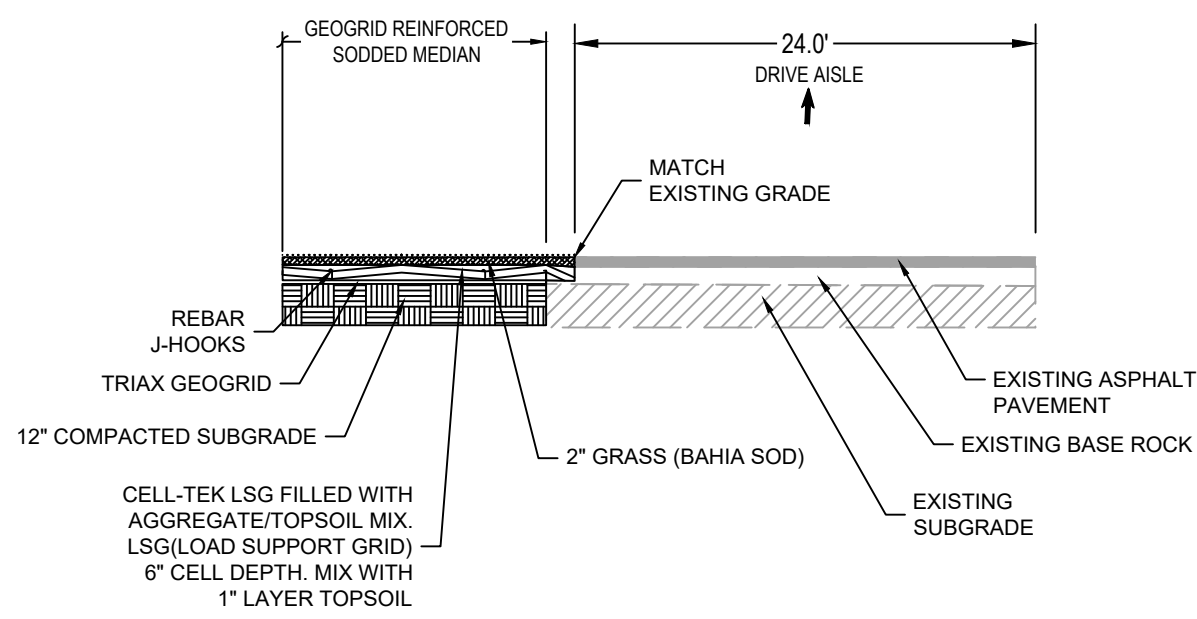


GENERAL NOTES:

- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO IRRIGATION, LIGHTING, METERS, EXISTING DRAINAGE, VEGETATION, SOD, ETC.
- COMPACT SUBGRADE TO AT LEAST 98 PERCENT OF THE MAXIMUM DENSITY DETERMINED BY ASTM D1557 (AASHTO T180).
- CONTRACTOR TO PROVIDE LSG-6 PRODUCT SHOP DRAWING SUBMITTAL AND APPROVAL PRIOR TO PROCUREMENT.
- CONTRACTOR TO PROVIDE SPECIFICATIONS SECTION FOR REQUIRED SOD ESTABLISHMENT PROCEDURE AND TIME PERIOD PRIOR TO CONSTRUCTION.



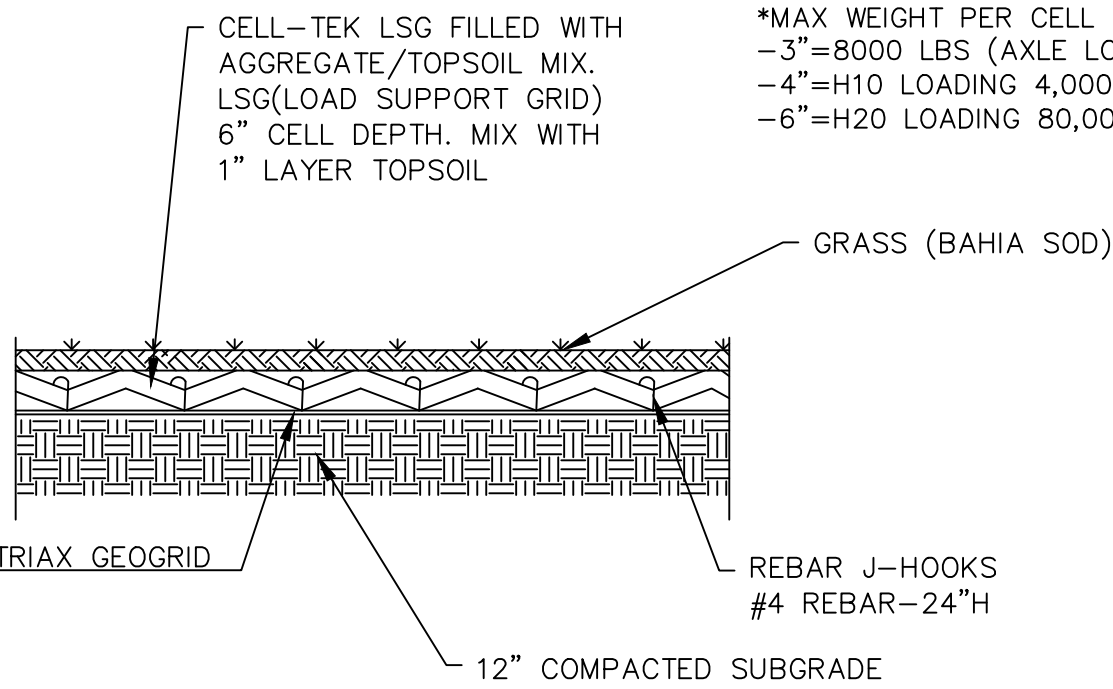
SECTION B-B  
N.T.S.



SECTION A-A  
N.T.S.

NOTES

- \*MAX WEIGHT PER CELL DEPTH
- 3"=8000 LBS (AXLE LOADS: 18KN)
- 4"=H10 LOADING 4,000 LBS (AXLE LOADS:75KN)
- 6"=H20 LOADING 80,000 LBS (AXLE LOADS:145KN)



GREEN PAVING SECTION  
(VEGETATED/TURF)

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JOB NO.  
03045.184







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

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: November 15, 2023

SUBJECT: **RESOLUTION – Approval of a FY 2024 blanket purchase order to Flying Scot Inc. for sidewalk removal and replacement in an amount not to exceed \$100,000.**

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Village Staff is continuing its efforts to repair and improve the public sidewalks throughout the Village to improve safety, ensure ADA Compliance and enhance the community utilizing Infrastructure Surtax dollars. Sidewalk removal and replacement locations are identified as inspections are conducted.

In accordance with the Village's purchasing policy, Village Council approval is required for a purchase order when the aggregate fiscal year spending to a single vendor exceeds \$25,000. This would represent an increase from \$25,000 to \$100,000 to continue FY24 sidewalk repair and replacement.

All purchases will utilize pricing established in City of Palm Beach Gardens contract number ITB2020-124PS that was executed on November 25, 2020. This contract received thirteen (13) bidders on miscellaneous Public Works Projects, and Flying Scot Inc. was determined to be the lowest qualified bidder for sidewalk repair. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts.

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

**Account Information:**

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works/ Streets & Grounds	17321-66210	Construction & Major Renovation	\$100,000

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of a FY 2024 blanket purchase order to Flying Scot Inc. at a total cost not to exceed \$100,000, with funds expended from Account No. 17321-66210 (Streets & Grounds - Construction & Major Renovation), utilizing pricing established in an existing City of Palm Beach Gardens contract in accordance with Village policies and procedures.**

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH FLYING SCOT INC. FOR SIDEWALK REMOVAL AND REPLACEMENT UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT IN THE AMOUNT OF \$100,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders issued to a single vendor in excess of \$25,000; and

WHEREAS, Village Staff is requesting the issuance of a blanket purchase order for sidewalk removal and replacement in the amount of \$100,000 to Flying Scot Inc.; 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 issuance of a blanket purchase order to Flying Scot Inc. in the amount of \$100,000 for Fiscal year 2024 for sidewalk removal and replacement utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS), with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation).

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

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

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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