



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, APRIL 23, 2020
7:30 PM

Susan Bickel
Mayor

Mark Mullinix
Vice Mayor

David B. Norris
President Pro Tem

Darryl C. Aubrey
Councilmember

Deborah Searcy
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

In accordance with Executive Order No. 20-91 issued by Governor Ron DeSantis on April 1, 2020, all senior citizens and individuals with a significant underlying medical condition are ordered to stay at home and limit the risk of exposure to COVID-19. The Order further indicates that all persons in Florida shall limit their personal interactions outside of their homes to only those necessary to obtain or provide essential services or conduct essential activities. Similarly, the Centers for Disease Control and Prevention guidance advises that all individuals adopt far-reaching social distancing measures, including avoiding gatherings of more than 10 people. Therefore, in accordance with Executive Order No. 20-69 issued by the Governor on March 20, 2020, the Village of North Palm Beach shall be conducting this meeting utilizing communications media technology. The members of the Village Council will not be physically present in the Council Chambers and shall be participating virtually. Members of the public may participate in the meeting via internet access or by telephone as set forth below.

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

To join meeting by computer (video & audio) click or type the following link in address bar:

<https://us02web.zoom.us/j/87667604583?pwd=eld2WTF0MHVEU0U2ZXV4bllxTjZCUT09>

Meeting ID: 876 6760 4583

Password: 255079

To join meeting by phone (voice only):

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Meeting ID: 876 6760 4583

Public Comments: Public comments can be submitted by filling out the public comment form that can be accessed by clicking the following link [Public Comment Card](#). Public comments can also be made by leaving a voice message at 561-904-2126. All public comments will be read into the record at the Public Comment portion of the meeting.

For full detailed instructions on how to the join the meeting by either telephone or by computer please see the Village of North Palm Beach Village Council webpage or click on the following links:

[Instructions for attending Village Council Meeting by phone](#)

[Instructions for attending Village Council Meeting by computer](#)

AGENDA

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

- [1.](#) Minutes of the Regular Session held 4/9/20

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

CONSENT AGENDA

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

- [2.](#) Receive for file Minutes of the Infrastructure Surtax Oversight Committee minutes held 1/14/20.
- [3.](#) Receive for file Minutes of the General Employees Pension Board meeting held 2/11/20.
- [4.](#) Receive for file Minutes of the Library Advisory Board meeting held 2/25/20.
- [5.](#) Receive for file Minutes of the Recreation Advisory Board meeting held 3/10/20.
- [6.](#) Receive for file Minutes of the Audit Committee meeting held 3/11/20.

OTHER VILLAGE BUSINESS MATTERS

- 7.** **RESOLUTION – FIREWORKS DISPLAYS** Approving a Contract with Starfire Corporation to provide July 4th Fireworks Displays for 2020 through 2022 at a total annual cost of \$25,000; and authorizing execution of the Contract.
- 8.** **RESOLUTION – AMENDMENT TO GOLF COURSE MAINTENANCE CONTRACT** Approving an Amendment to the Golf Course Maintenance Services Contract with BrightView Golf Maintenance, Inc. to include bunker repair and pond remediation work at a total cost not to exceed \$300,000; and authorizing execution of the Amendment.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

- 9.** Audit Committee Annual Report

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
APRIL 9, 2020

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

INTRODUCTION

Mr. Lukasik stated that in accordance with Governor Ron DeSantis' Executive Order No. 20-91 and Executive Order No. 20-69, the meeting would be conducted electronically, via internet access or telephone. Mr. Lukasik explained the Orders and stated there were ten people present in the Council Chambers which consisted of councilmembers, staff, and the Village Auditor Terry Morton. Mayor Aubrey was attending via internet connection. Mr. Lukasik explained the different options that were available for the public to make comments.

ROLL CALL

Mayor Aubrey called the meeting to order at 7:36 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Mullinix gave the invocation and President Pro Tem Norris led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held March 12, 2020 were approved as written.

The Minutes of the Emergency Special Session held March 17, 2020 were approved as written.

RESOLUTION 2020-26 – ACCEPTING ELECTION RESULTS

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Bickel to adopt Resolution 2020-26 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING AND DECLARING THE RESULTS OF THE MARCH 17, 2020 GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Thereafter, the motion to adopt Resolution 2020-26 passed unanimously.

ADMINISTRATION OF COUNCILMEMBER OATHS

Mayor Aubrey announced that due to the COVID-19 pandemic and the fact that he could not be physically present for the meeting, he came into the Village Clerk's office earlier that day and was sworn in by Village Clerk Jessica Green. Said Oath is attached to the official Minutes of Record.

Village Clerk Jessica Green administered the Oath of Office to re-elected councilmembers Mark Mullinix and Deborah Searcy. Said Oaths are attached to the official Minutes of Record.

COUNCIL REORGANIZATION

Mayor Aubrey expressed his gratitude and appreciation to Council and staff for their support during his tenure as Mayor over the past year.

Mayor Aubrey opened the floor to nominations for the office of Mayor. Deborah Searcy nominated Susan Bickel for Mayor. With no other nominations for Mayor, Susan Bickel was declared Mayor.

David Norris nominated Mark Mullinix for Vice Mayor. With no other nominations for Vice Mayor, Mark Mullinix was declared Vice Mayor.

Susan Bickel nominated David Norris for President Pro Tem. With no other nominations for President Pro Tem, David Norris was declared President Pro Tem.

Thereafter, the names of Susan Bickel, Mark Mullinix, and David Norris were entered into Resolution 2020-27.

RESOLUTION 2020-27 – APPOINTING COUNCIL OFFICERS

A motion was made by Councilmember Searcy and seconded by President Pro Tem Norris to adopt Resolution 2020-27 entitled:

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

Thereafter, the motion to adopt Resolution 2020-27 passed unanimously. Village Clerk Jessica Green administered the Oath of Office to Mayor Bickel, Vice Mayor Mullinix, and President Pro Tem Norris. Said Oaths are attached to the official Minutes of Record.

ORDINANCE 2020-01 – GENERAL FUND BUDGET AMENDMENT

A motion was made by Councilmember Searcy and seconded by President Pro Tem Norris to adopt on first reading Ordinance 2020-01 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND BUDGET FOR FISCAL YEAR 2020 TO CLASSIFY THE TOTAL AMOUNT FINANCED FOR VILLAGE VEHICLES AS CAPITAL OUTLAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained the ordinance would approve a General Fund Budget amendment. Funds for vehicle lease programs are normally allotted as an operating expense, since capital is being acquired through the lease program, the assets should be reflected as debts.

Thereafter, the motion to adopt Ordinance 2020-01 on first reading passed unanimously.

CONSENT AGENDA

Items 9, 10 and 11 were removed from the Consent Agenda and placed on the Regular Agenda. Thereafter, the Consent Agenda, as amended, was approved with all present voting aye. The following item was approved:

Receive for file Minutes of the Golf Advisory Board meeting held 2/10/20.

RESOLUTION 2020-28 – AMENDING RESOLUTION 2020-14 TO MODIFY AMBULANCE LEASE PAYMENT SCHEDULE

A motion was made by Vice Mayor Mullinix and seconded by President Pro Tem Norris to adopt Resolution 2020-28 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING RESOLUTION NO. 2020-14 TO MODIFY THE PAYMENT SCHEDULE FOR THE LEASING AGREEMENT WITH REV FINANCIAL SERVICES, LLC FOR THE AEV TYPE I RESCUE VEHICLE (AMBULANCE) AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AMENDED EXHIBIT TO THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Mullinix expressed concern over the Village paying the accrued interest for the vehicle since it was a result of the manufacturer’s delay on the delivery of the vehicle.

Mr. Lukasik explained that there was an oversight in coordinating the timing of the vehicle lease payment with the delivery of the vehicle. Staff renegotiated the schedule of the lease payments and the interest rate with the finance company. The interest rate was dropped from 3.55% to 3.29% and the payments were changed from monthly payments to bi-annual payments. Despite the changes the lease schedule still resulted in an accrual of interest that needed to be paid.

Thereafter, the motion to adopt Resolution 2020-28 passed unanimously.

RESOLUTION 2020-29 – REMOVAL OF VILLAGE MANAGER’S PAY GRADE FROM COMPENSATION PLAN

A motion was made by President Pro Tem Norris and seconded by Councilmember Searcy to adopt Resolution 2020-29 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING THE COMPREHENSIVE PAY PLAN ADOPTED AS PART OF THE FISCAL YEAR 2020 BUDGET TO REMOVE THE VILLAGE MANAGER’S PAY GRADE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the Village Manager’s current year salary increase resulted in the salary being above the pay grade that was approved in the budget. Mr. Rubin stated that it was staff’s recommendation to remove the Village Manager’s pay grade from the budget since the Village Manager’s salary is set by Council. The salary range would not change and Mr. Lukasik’s salary would still be capped at the top of the salary range.

Mayor Bickel read into the record a public comment received from Stephen Harber, 731 Lakeside Drive. In his comment, Mr. Harber expressed his concerns over approval of Mr. Lukasik’s retroactive and current salary increase and concerns over the financial status and stewardship of the Village due to the COVID-19 pandemic.

RESOLUTION 2020-29 – REMOVAL OF VILLAGE MANAGER’S PAY GRADE FROM COMPENSATION PLAN *continued*

Councilmember Aubrey stated that Mr. Lukasik’s salary increases were routine yearly salary increases that are received by all other Village employees based on merit. Mr. Lukasik had not received any salary increases for the first two years since he had not yet completed all of his employees’ evaluations and did not want to be considered for his own salary increase until his employees’ evaluation and merit increases were completed. Mr. Lukasik was not being treated any differently than all other Village employees.

President Pro Tem Norris agreed with Councilmember Aubrey’s statement. President Pro Tem Norris expressed concern over the process that was utilized to approve the salary increases and recommended that any future items of the same type and that are financial in nature be placed on the agenda as an item to be approved and not discussed and approved under the Council matters and reports section of the agenda.

Mayor Bickel stated that Mr. Harber mentioned in his comment that sanitation services had been cut back. Mayor Bickel stated that she believed that sanitation was not cut back.

Mr. Lukasik stated that sanitation services had not been cut back.

Mayor Bickel stated that she had received comments from some residents that their garbage had not been picked up and wanted to clarify and state for the record that sanitation services were not cut back or interrupted.

Councilmember Aubrey stated that there has been an increase in residents cleaning out their homes and trimming their vegetation which has possibly caused some delays in sanitation pick up.

Thereafter, the motion to adopt Resolution 2020-29 passed unanimously.

RESOLUTION 2020-30 – THIRD AMENDMENT TO BUILDING DEPARTMENT SERVICES AGREEMENT

A motion was made by Councilmember Searcy and seconded by President Pro Tem Norris to adopt Resolution 2020-30 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A THIRD AMENDMENT TO AN AGREEMENT WITH M.T. CAUSLEY, LLC FOR BUILDING OFFICIAL, PLAN REVIEW AND INSPECTION SERVICES THROUGH THE END OF THE CURRENT FISCAL YEAR PURSUANT TO PRICING ESTABLISHED IN AN EXISTING AGREEMENT BETWEEN M.T. CAUSLEY AND THE CITY OF FORT LAUDERDALE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE THIRD AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

President Pro Tem Norris asked for clarification and reasoning for the amount of the proposed amendment to the agreement with M.T. Causley LLC.

Mr. Lukasik explained the challenges, personnel changes and vacant positions including that of a Building Official and two Building Inspectors that have occurred in the Community Development Department and had not yet been filled. The Village had contracted with and relied on M.T. Causley LLC to provide the services needed for those vacant positions. Mr. Lukasik stated that the amount agreed upon for these services was exceeded by \$80,000 because of the

RESOLUTION 2020-30 – THIRD AMENDMENT TO BUILDING DEPARTMENT SERVICES AGREEMENT *continued*

extended amount of time that had passed. Mr. Lukasik stated that the amendment was needed to extend the time frame that M.T. Causley's services was needed, but the entire amount of \$600,000 would most likely not be spent since the Village has hired a new Building Official that would be starting within the next couple of weeks.

Discussion ensued between Mr. Lukasik and Council regarding the amount of the amendment to the agreement with M.T. Causley LLC.

A motion was made by President Pro Tem Norris and seconded by Councilmember Searcy to amend Resolution 2020-30 approving the Third Amendment to the M.T. Causley LLC Agreement changing the amount of total compensation not to exceed \$500,000.

Thereafter, the motion to adopt Resolution 2020-30 as amended passed unanimously.

RESOLUTION 2020-31 – COUNTRY CLUB CLUBHOUSE CONSTRUCTION ADMINISTRATION SERVICES

A motion was made by President Pro Tem Norris and seconded by Councilmember Searcy to adopt Resolution 2020-31 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING PAYMENT TO PEACOCK + LEWIS ARCHITECTS AND PLANNERS, LLC FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES RELATING TO THE COUNTRY CLUB CLUBHOUSE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained that there were construction delays on the Clubhouse and as a result, Peacock + Lewis Architects had to extend the amount of time on site for administration services. The time was extended from August 1, 2019 to March 1, 2020 which resulted in the additional amount of \$81,650. Mr. Lukasik stated that there were additional administration services invoices that Peacock + Lewis Architects were requesting payment for which were currently in dispute and that staff was working on to resolve. Mr. Lukasik stated that staff recommended moving forward with the payment of \$81,650 for the extended time frame for administration services.

Thereafter, the motion to adopt Resolution 2020-31 passed unanimously.

RESOLUTION 2020-32 – FISCAL YEAR 2019 AUDIT REPORT

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Aubrey to adopt Resolution 2020-32 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT PREPARED BY THE VILLAGE AUDITOR FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019 AND AUTHORIZING ITS FILING WITH THE STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Morton reviewed and discussed the Fiscal Year 2019 Audit Report. In the General Fund, the total balance changed from 9 million to 11.5 million and the Unassigned Fund Balance changed from 7.2 million to 8.2 million. The revenues increased by approximately 2.5 million

RESOLUTION 2020-32 – FISCAL YEAR 2019 AUDIT REPORT *continued*

primarily due to an increase in property taxes, receipt of grant funding and an approximate \$400,000 increase in investment earnings.

Mr. Morton commended staff for getting a decrease in interest rates for vehicle leases.

Councilmember Searcy commended Finance Director Samia Janjua for her efforts in obtaining the Village's Certificate of Achievement for Excellence in Financial Reporting which has been received by the Village for the past 31 years.

Thereafter, the motion to adopt Resolution 2020-32 passed unanimously.

VILLAGE COUNCIL MATTERS/REPORTS

Councilmember Searcy asked when the Advisory Board appointments would be taking place.

Mrs. Green stated that it was discussed that the Advisory Board appointments would be postponed to a meeting to be determined in May.

Mr. Rubin stated that there was no issue in extending the terms of the current Advisory Board members since the code allows for them to remain members until their successor is appointed.

Councilmember Searcy asked if the Easter bunny would be riding around the Village in the new fire truck.

Fire Chief Armstrong stated that the Easter bunny would not be riding around the Village in the new fire truck but would be in an older fire truck.

Mayor Bickel and Councilmember Searcy announced that the Easter bunny would be riding around the Village on Saturday, April 11th.

VILLAGE MANAGER MATTERS/REPORTS

Mayor Bickel asked if there was a plan for conducting future Council meetings.

Mr. Lukasik explained that the current meeting was a test run and would continue to conduct the future meetings the same and would look into other options should the Council want to have the meetings done entirely by remote electronic access.

Mayor Bickel recommended that any important or controversial issues that may come up should be postponed to future meetings where the public could physically attend.

Mr. Lukasik agreed and stated that only standard business items would be brought forward to meetings until the meetings can be conducted normally again.

Vice Mayor Mullinix asked if code violations were being postponed.

Mr. Lukasik stated that code violations were postponed and not being issued unless it was a life safety issue. The boat and recreational vehicle violation cases have been suspended and the fines are not accruing.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:27 p.m.



Jessica Green, MMC, Village Clerk

MINUTES OF THE INFRASTRUCTURE SURTAX OVERSIGHT COMMITTEE

JANUARY 14, 2020

PRESENT:

Karen Marcus, Chair
Patty Sullivan, Committee Member
Mary Phillips, Committee Member
Beverly Robinson, Committee Member
Steven J. Hallock, Director of Public Works
Mark Mullinix, Vice Mayor

CALL TO ORDER:

Karen Marcus called the meeting to order at 6:02 pm.

ROLL CALL:

All committee members were present with the exception of Cathy Graham who was not able to attend.

APPROVAL OF MINUTES:

Beverly Robinson made a Motion to approve the Minutes of the meeting held on September 11, 2019 and Mary Phillips seconded the Motion, which passed unanimously.

DISCUSSION TOPIC:

Steve Hallock has been notified by Village residents of the following four (4) stormwater collection system failure locations:

1. 1033 Country Club Drive
2. 101 Dory Road South
3. 131 Doolen Court
4. 131 Ebbtide Drive

Steve provided the Committee with the details and severity of each failure. He will be recommending to the Village Council that they approve the proposals from D.S. Eakins Construction in the amount of \$87,543 to make these necessary repairs at all of these sites at their January 23, 2020 meeting.

Since these are unbudgeted projects, Steve requested that this Committee consider reallocating the \$ 80,000 remaining balance of FY2020 Infrastructure Surtax capital outlay to cover the cost of these stormwater collection system repairs. A motion was passed at the September 11, 2019 Committee meeting allocating \$75,000 be added to the asphalt resurfacing project fund. Village Council accepted this recommendation at their September 12, 2019 meeting with the stipulation all remaining FY2020 Infrastructure Surtax balance be applied to asphalt resurfacing. This turned out to be \$80,000 based on the Finance Department end of year summary.

The Committee discussed Steve's report and agreed with this suggestion to reallocate funding.

ACTION ITEMS:

A Motion was made by Beverly Robinson and seconded by Mary Phillips that the \$ 80,000 previously allocated to the asphalt resurfacing project fund now be used to cover most of the cost of the stormwater collection system failure repairs. The Motion was voted on and passed unanimously. Steve forwarded the information concerning the stormwater collection system failures to Cathy Graham prior to the meeting. After review and discussion with Steve, Cathy Graham concurred that the \$ 80,000 be reallocated to cover the repairs.

RECOMMENDATION:

It was the recommendation of the Committee that \$ 80,000 be reallocated to fund the repairs of the four (4) sites of stormwater collection system failures.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:22 pm.

Minutes submitted by Patty Sullivan, filling in for Secretary Cathy Graham
January 17, 2020



VILLAGE OF NORTH PALM BEACH GENERAL EMPLOYEES RETIREMENT SYSTEM

c/o Benefits USA, Inc. 3810 Inverrary Blvd, Suite 303 Lauderhill, FL 33319
(954) 730-2068, Ext. 203 - (800) 452-2454, Ext. 203 - Fax — (954) 730-0738

VILLAGE HALL CONFERENCE ROOM 501 US HIGHWAY 1, NORTH PALM BEACH, FL 33408 SUMMARY OF MINUTES February 11, 2020; 830 AM

ROLL CALL: James K Peterson, Chairman, Myrna Williams, Secretary, Jane Lerner, Alan Kral, and Paul Wieseneck

ABSENT:

OTHERS PRESENT: Blake Myton, SunTrust Investment Manager, Jeff Amrose and Dina Lerner of GRS, Attorney Bonni Jensen, Retiree Christopher Campbell via teleconference and Pete Prior and Livia Giuliani of Benefits USA.

APPROVAL OF MINUTES

November 7, 2019

The Chairman asked if there were any changes, additions, or deletions to the minutes. Hearing and seeing no changes the Chairman would entertain a motion. Trustee Wieseneck moved to approve the November 7, 2019 minutes. Trustee Lerner seconded the motion and the motion passed.

PUBLIC COMMENTS:

There were no public comments at this meeting.

NEW BUSINESS:

Christopher Campbell over payment

The Chairman opened the meeting to take the agenda out of order to accommodate the attorney who has another meeting to attend. regarding the overpayment to Mr. Campbell who is attending by phone. Attorney Jensen addressed the board noting that at the time Mr. Campbell was eligible to retire the Village sent a calculation to the Administrator with the amount of \$2,410.87. The Administrator paid the benefit based on what was received by the Village. When the actuarial valuation was being prepared, it was discovered that Mr. Campbell was only due \$652. As a result, Mr. Campbell resulted in an overpayment of \$1,758.87 for 6 months. The Attorney asked Mr. Campbell where he got that calculation and he said he received it from Human Resources when he left employment in 2008. Attorney Jensen advised Mr. Campbell that the benefit will have to be reduced going forward. Trustee Wieseneck moved to reduce Mr. Campbell's benefit effective with the February payment. Trustee Kral seconded the motion and the motion passed. Attorney Jensen said she would review the errors and omissions and Benefits USA will write the letter to Mr. Campbell. It was not determined if Mr. Campbell would be required to pay the money back to the fund. Ms. Lerner reported that they found the original calculation that was done and it was for another member who retired in 2008 as well. It was noted that he and Mr. Campbell worked together. That being said, the Board said they would need to further investigate this issue.

Death Benefit forms

The Chairman reported that it was his understanding there was a standard death benefit provision of 50% and he asked why the new forms were created. Attorney Jensen reported that Section 2-148 of the Ordinance states that once an employee is vested and eligible to retire, they shall have the right to file a written election to be considered retired on the day before death if such employee should die prior to retirement. If an employee who is vested and eligible to retire dies prior to retirement without making the foregoing election, the election can be made by the employee's beneficiary previously designated in the Village records. Ms. Jensen noted that because Ms. Teal passed away prior to retiring and had not previously made an election, that felt that forms needed to be created for all future members. The Chairman stated that he would like to have it consistent for all employees. Ms. Jensen suggested making the change to the Ordinance with town council, however, it was noted that the proposed change would have to be negotiated. Trustee Kral commented that it should be left alone as it happens so infrequently. It was the consensus of the board to do nothing at this time.

Klausner Kaufman Jensen & Levinson Fee increase

The Chairman addressed the Attorney's fee increase noting that it would be increased to \$300 per hour. Ms. Jensen noted that most new clients are now moving to \$350 per hour. Trustee Wieseneck moved to approve the fee increase as presented. Trustee Kral seconded the motion and the motion passed.

Presentation of 10/1/2019 Actuarial Valuation:

Mr. Jeff Amrose and Ms. Dina Lerner were in attendance and provided the board with a copy of the October 1, 2019 valuation. Mr. Amrose addressed the Board noting that the plan is 94.8% funded which is very good. The plan is on a 5-year asset smoothing method and based on that method, in 2020 the plan will add \$112,000 to the smoothing. Ms. Lerner reviewed the valuation with the board noting that the required contributions for fiscal year 2019 was \$355,507 and 231,604 for fiscal year 2020. The required contribution has been adjusted for interest on the basis that employer contributions are made in equal payments on a bi-weekly basis. The actual employer contribution during the year ending September 30, 2019 was \$358,152. There was a net actuarial gain of \$210,136 for the year which means that actual experience was more favorable than expected. The gain was primarily due to lower than expected salary increases for active members (2.8% vs. 4.4% assumed), and higher than expected mortality experience during the year. The gains were partially offset by losses resulting from a recognized investment return on assets below the assumed rate of 6.75%. The investment return was 4.4% based on market value of assets and 6.4% based on actuarial value of assets. The net gain translates to a decrease in the employer contribution by approximately \$36,000 or 2.17% of covered payroll. There were no changes in the benefit provisions or no changes in the assumptions or methods since the last valuation. The funded ratio this year is 94.8% compared to 92.6% last year. If they were not using the asset smoothing method, the contribution rate would have been 10.41% and the funded ratio would have been 95.5%. Ms. Lerner reported on the participant data noting that as of 10/1/19, there were 37 retirees and beneficiaries and 27 active members in the plan. Finally, Ms. Lerner reported that the remainder of this report includes the valuation results, financial & miscellaneous information & statistics and a summary of plan provisions.

Mr. Amrose noted that the fund is currently using the RP2000 mortality table and that in 2021 the fund will need to begin using the required tables that are being used by FRS. He also mentioned that the last experience study was in 2015 and suggests preparing another study sometime during fiscal year 2021. Trustee Kral asked when the study should be done. Mr. Amrose noted it would be during the summer with delivery in November. That being said, Trustee Wieseneck moved to approve the 2019 valuation as presented and Trustee Kral seconded the motion and the motion passed.

INVESTMENT REPORT QUARTER ENDING 12/31/2019

Mr. Myton addressed the board on the economy noting that global stocks closed out strong for the end of 2019. US Stocks finished out the year with solid gains and larger yield bonds rose while the bond yield under 2 years fell. Municipal bonds had solid returns for December and the best annual returns since 2011. For the first time ever, the US is a net exporter of crude oil meaning that US exports more than it imports. Mr. Myton reported on the fund performance noting that the return for the quarter was 5.76% vs. the policy benchmark of 5.45%.

The total equity return was 8.76% vs. the Russell 3000 index of 9.06%. The fixed income return was -6.9% vs. the Bloomberg Barclay's Aggregate index of -.18. The short-term fund returned .40 vs. the FTSE 3-month T Bill of .46.

The S&P 500 returned 3.02% for the month to date, 9.07% for the quarter and 31.49% for the 1-year period. The NASDAQ Composite returned 3.54%, 12.17% and 35.23% respectively. The MSCI Emerging Markets USD (net) returned 7.46%, 11.84% and 18.42% respectively. The Russell 1000 returned 2.89% for month to date, 9.04% for the quarter and 31.43% for the 1-year period. The Russell 2000 returns were 2.88%, 9.94% and 25.52% respectively. The Russell Mid Cap returns were 2.29%, 7.06% and 30.54%. Mr. Myton reported that bonds were flat for the quarter as the plan is overweight in equities. The bonds returned over 9% for the year beating the benchmark. Mr. Myton noted that the asset allocation has not changed and is not making any recommendations at this time. That being said, Trustee Kral moved to accept the report and Trustee Lerner seconded the motion and the motion passed.

UNFINISHED BUSINESS:

Discussion of Comparison between GE Pension and ICMA 401(A)

The Chairman commented on the differences of the two plans and really would like to see some type of document for the new employees to review while being employed for the first time. Mr. Amrose said he would look at the document and see if he could do something with it to assist with new hires.

CONSENT AGENDA

FOR APPROVAL: Warrant #8

Benefits USA, Inc. (Administration Fee for January 2020)	\$1,950.00
Benefits USA, Inc. (Administration Fee for February 2020)	\$1,950.00
GRS (Services Rendered through 11/30/19)	\$5,476.00
GRS (Services Rendered through 12/31/19)	\$700.00
KKJ&L (Legal Fees-Bill #25113 dated 12/31/19)	\$662.50
KKJ&L (Legal Fees-Bill #25311 dated 1/31/2020)	\$1,390.50
SunTrust Bank (Q4-19 Mgmt. Fee; Invoice #293198 dated 1/29/2020)	\$13,191.50
Total	\$25,320.50

For Ratification: Warrant #7

Benefits USA, Inc. (Administration Fee for December 2019)	\$1,152.00
KKJ&L (Legal Fees-Bill #24929 dated 11/30/19)	\$503.50
Total	\$1,655.50

Chairman Peterson moved to approve warrant #7 & 8 and Trustee Kral seconded the motion and the motion passed.

PENSION PAYMENTS FOR APPROVAL/RATIFICATION:

Alanzo Edwards (Monthly Benefit payments effective 01/01/2020)

Trustee Kral moved to approve. Trustee Lerner seconded the motion and the motion passed.

Vickie Joslin (Monthly Benefit Payments effective 11/1/2019)

Trustee Wieseneck moved to approve. Trustee Kral seconded the motion and the motion passed.

Mark Howell (Refund of Contributions)

Trustee Wieseneck moved to approve. Trustee Kral seconded the motion and the motion passed.

REPORTS:

Chairman-

Chairman Peterson asked all vendors to leave with the exception of Benefits USA. He noted that when they hired Benefits USA, it was their understanding that the work load would lessen. He said that the Village is doing more work now. A brief discussion ensued and Chairman Peterson moved to terminate the services of Benefits USA in 60 days. Trustee Wieseneck seconded the motion and it passed. Mr. Prior thanked the Board for the opportunity.

Trustees:

The Trustees had nothing further to report.

Administrator:

The Administrator had nothing further to report.

NEXT MEETING DATE: TBD

ADJOURN: The meeting was adjourned at 10:35 am.

Secretary

Date

**VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES
FEBRUARY 25, 2020**

CALL TO ORDER

Chairperson Christine DelGuzzi called the meeting to order at 7:01 PM.

ROLL CALL

Present: Zakariya Sherman, Library Director
 Christine DelGuzzi, Chairperson
 Phyllis Wissner, Vice Chairperson
 Bonnie Jenkins, Secretary
 Carolyn Kost, Member
 Brad Avakian, Member
 Tina Chippas, Member
 Leslie Metz, Member
 Darryl Aubrey – Village Mayor

APPROVAL OF MINUTES

Minutes for the January, 28, 2020, meeting were approved after a motion made by Carolyn Kost and seconded by Phyllis Wissner.

LIBRARIAN'S REPORT

Director Zak Sherman reported the following:

- The
- Cloud Library by Biblioteca will be available for patrons on February 28th.
 - Link: <https://ebook.yourcloudlibrary.com/library/NPalmBeach/Featured>
 - NPB owned titles appear on the homepage.
 - Other titles available through search.
- The Meeting
- Friends of the Library (FoL) Update:
 - Met February 10th/
 - Annual Book Sale took place January 29th through February 2nd and made \$5,060.00, breaking the previous highest amount by \$504.00.
 - Jodi Wagner, Palm Beach Post reporter wrote an article about the sale which was very good advertising. Link: <https://www.palmbeachpost.com/news/20200127/north-palm-library-expecting-this-weeks-annual-book-sale-to-be-biggest-ever>
 - Annual Meeting is to be held March 9th.
 - Election of Officers
 - Annual Gift Presentation
 - Anticipated use is to replace upstairs lounging chairs.
- Facilities:
 - Obert Room carpeting cleaned after hosting: “Meet the Candidates”
 - 20 additional chairs were received, bringing total to 80.
 - Utilizing funds provided by FoLs, two (2) TV’s were purchased and installed in the lobby (on both sides of the stairs).
 - IT Department provided tech support (thank you) and TV’s are controlled via Wi-Fi from a work station. They will provide informational notices and possibly advertising.

- An order for four (4) Smith System Planner Studio Tables and stacking chairs was placed for Bob's Garage. (FoL received \$10,000 in donations, specifically for Bob's Garage.) This purchase is approximately \$5,600.00.
- History & Archives
 - Lynn Ruiz has reorganized file cabinet.
 - Mary McBride should be finished scanning the rest of the oversized items in the collection by end of week (February 28th). Thank you to Community Development Department for use of their large size scanner.
 - All digital files need to be re-sized before going online; a herculean task
- Youth Services
 - Library Out of School Time (LOST) program is very structured now with different activities on different days.
 - It is anticipated a May sign-up with one-time fee will be in place for next year's Castaway Kids Program.
- Adult programs
 - "Protecting Yourself from Scams" offered on February 27th.
 - Book Discussion club discussed *The Night Tiger* by Yangsze Choo.
 - A Meet the Candidates Forum was hosted in the Obert Room.
 - Crafts for Adults attendees made a Seashell Candle Holder (15 participants).
 - Next month in honor of International Women's Day, AAUW will host Women's History Celebration on March 16th featuring Rita Craig, Gloria Kaplan, Susan Bickel and Dr. Deborah Searcy.
- Statistics
 - E-Book and E-Audio Circulation numbers are up over this time last year.

OLD BUSINESS

There was none.

NEW BUSINESS

There was none.

QUESTIONS AND ANSWERS

Board member Carolyn Kost inquired if the remaining \$4,500.00 FoL gift was to be spent on furniture only. Director Sherman advised it is earmarked for program equipment as needed.

ADJOURNMENT

A motion to adjourn the meeting was made by Carolyn Kost and seconded by Tina Chippas. The meeting was adjourned at 7:33 PM.

The next meeting will be Tuesday, March 24, 2020 at 7:00pm

Respectfully submitted by Bonnie Jenkins

Village of North Palm Beach

Recreation Advisory Board

Minutes from the March 10, 2020 Meeting

CALL TO ORDER:

Chairman Maria Cassidy called the meeting to order at 7:00 PM.

ROLL CALL:

Maria Cassidy, Chair

Bob Bell – excused absent

Tim Hulihan

Don Grill

Chris Cantwell, Vice Chair

Mia St. John

Paul Beach

Village Council Representative – Debbie Searcy

Stephen Poh, Acting Director of Parks and Recreation

APPROVAL OF MINUTES:

Don Grill made a motion to approve the minutes; seconded by Paul Beach. The motion passed 6-0.

PUBLIC COMMENT:

No Public Comment.

DIRECTOR'S REPORT:

Stephen updated the board on several park projects such as renovation of clay baseball field at Osborne Park, Dog Park sodding at Anchorage Park, and Lakeside vegetation. Stephen also talked about the next special event upcoming which is a garage sale on Saturday, March 21. Stephen updated board about Heritage Day progress.

NEW BUSINESS:

- Stephen talked about the Anchorage Park Dry storage project that Russ Ruskay has taken over.
- Don Grill wanted to know how many actually spots will be in the new storage area and the size of each spot.
- The board commented that they wanted the wall to look like FPL building aluminum wall.
- Stephen will have Russ come to the next meeting to discuss more details about the project.

OLD BUSINESS:

- Stephen updated board with smoking in parks SB630 bill that is in the Senate right now waiting for approval.
- Public works completed the extension to the sidewalk behind the Public Safety building.
- Stephen notified the board that Russ sent out a letter to the remote control car track owner to remove his items from behind the Community Center.

BOARD MEMBER COMMENTS:

- Tim Hulihan stated that the fields at the Community Center are getting torn up because of unauthorized users on Saturday and Sunday playing soccer. The board discussed and voted 6-0 to curb the use of the fields to unauthorized users by recommending signs at the field that say "Field use by permit only". Debbie suggested that the board come to the next council meeting to discuss these actions with council.
- Don Grill suggested keeping the Community Center sign on the side of the building where it is located but moving some of the landscaping around to see it better. He also suggested some lighting for the sign.
- Don Grill also mentioned about removing old grills at the Community center in the back of the trail and adding some benches back there for patrons to sit on.

Council Member Comments

- Debbie commented on bringing the bench program back that we used to have for Lakeside Park.
- She also asked about having kids ride their bike in the Heritage parade.

ADJOURNMENT:

Paul Beach made a motion to adjourn the meeting; seconded by Don Grill. Motion passed 6-0. Meeting adjourned at 8:00 PM.

Minutes respectively submitted by Stephen Poh, Acting Director of Parks and Recreation.

DRAFT

DRAFT

DRAFT

VILLAGE OF NORTH PALM BEACH

AUDIT COMMITTEE

MEETING MINUTES
MARCH 11, 2020

ATTENDING

Committee

Administration

Don Kazimir

Samia Janjua-Finance Director

Suzanne Mehregan

Guest

Marie Silvani

Terry Morton- Nowlen, Holt etc.

Tom Magill-Chairman

Absent: (Prior Notice Received)

Tom Andres

Ed Katz

Dave Talley

Note: 4 members present constitutes a quorum.

Items Discussed:

1. Draft Minutes of January meeting were approved after correction in Item 2. Dates of Audit schedule were corrected to March instead of February.
2. Village Auditor, Terry Morton discussed the Draft FY 2019 Comprehensive Financial Report.(CAFR). He noted several irregularities in administration of the Village Pension fund. However, the issues involved were corrected and not reach a level which required noting in the CAFR. In addition, Mr. Morton noted that NPB had received the **Certificate of Achievement for Excellence in Financial Reporting**. This award is made by the Government Finance Officers Association. NPB has the distinction of achieving this award for the 31st consecutive year.

Ms. Silvani discussed questions concerning Grant acquisition procedures and the Employee Pension issue noted above. Committee noted the marked increase in Unallocated Fund Balance. The fund grew to about \$7.5 million up \$1 million from FY 2018. Increase is due to added ad valorem revenue and expense control

3. A brief discussion of the NPB financial arrangement with Farmers' Table at the NPB. Country Club. Our basic contract calls for a monthly rental of \$8333 plus 5% of gross sales when a total of \$2 million is achieved. Preliminary indications suggest that the \$2 million threshold will be reached shortly. Village revenue can be expected to increase.

The Committee extends its congratulations to Ms. Janjua and her staff for their continued excellent performance. Our compliments to Mr. Terry Morton and his colleagues at Nowlen, Holt et al. They continue to serve the Village in a timely and professional manner.

The meeting adjourned at 6:30 PM

Tom Magill
Chairman

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**VILLAGE OF NORTH PALM BEACH
DEPARTMENT OF PARKS AND RECREATION**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Stephen Poh, Acting Parks and Recreation Director

DATE: April 23, 2020

SUBJECT: **RESOLUTION** – Approval of a Contract with Starfire Corporation in the amount of \$25,000 for the 4th of July Fireworks Show

During the FY 2019-2020 budgetary process, \$25,000 was appropriated for the Village's July 4, 2020 fireworks celebration. Village staff issued a Request for Proposals (RFP) for the fireworks show for the annual 4th of July event. One proposal was opened on Thursday, February 20, 2020. It has been commonplace for the Village to only receive one response to our RFP for fireworks display vendors. Village staff recommends accepting the proposal submitted by Starfire Corporation to provide fireworks for 4th of July event.

Starfire Corporation is a new company recommended by Volt Live. Volt Live has been the vendor for the Village's firework shows for the last eight years. Volt Live's business operations are changing and will no longer directly manage fireworks demonstrations. Volt Live has recommended that the Village use Starfire Corporation. Volt Live used employees from Starfire for the Country Club Grand Opening fireworks show this past year.

The bid from Starfire Corporation includes supplying 2,272 bombshells for \$25,000 for the July 4th celebration. The show will last approximately 25 minutes. In the event of inclement weather on July 4th, the fireworks display will be rescheduled to the following day. Due to the COVID-19 situation, Starfire will extend our contract another year or postpone the show to a date of the Village's approval if we would have to cancel our 2020 July 4th show.

Village staff is recommending that Council accept the bid from Starfire Corporation. This is a 3 year contract with 2 automatic renewals in 2021 and 2022.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks & Recreation	A8229-35651	Special Events – July 4 th Celebration	\$25,000.00

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

Recommendation:

Village staff requests Council consideration and adoption of the attached Resolution accepting the proposal submitted by Starfire Corporation to provide fireworks for the Village's annual July 4th Celebration at a total cost of \$25,000.00 with funds expended from Account No. A8229-35651 (Special Events – July 4th Celebration) and authorizing the Mayor and Village Clerk to execute a Contract relating to such services in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING THE PROPOSAL OF STARFIRE CORPORATION TO PROVIDE JULY 4TH FIREWORKS DISPLAYS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued Request for Proposals for the July 4th Fireworks Display for 2020 through 2022; and

WHEREAS, Village Staff recommended accepting the proposal submitted by Starfire Corporation at a total annual cost of \$25,000; and

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

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

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

Section 2. The Village Council hereby accepts the proposal submitted by Starfire Corporation for the July 4th fireworks displays (2020 through 2022) at a total annual cost of \$25,000, with funds expended from Village Account No. A8229-35651 (Special Events – July 4th Celebration)

Section 3. The Village Council further authorizes and directs the Mayor and Village Clerk to execute a Contract with Starfire Corporation to perform such services in accordance with the terms and conditions of the Request for Proposals, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of the 16th day of April, 2020, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and STARFIRE CORPORATION, Pennsylvania corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal Employer I.D. is: 25-1429138.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all goods and services requested under **Request for Proposals for July 4th Fireworks Display** and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF CONTRACTOR.

A. CONTRACTOR shall provide all goods and services as stated in the Request for Proposals and CONTRACTOR's Proposal, as incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.

B. CONTRACTOR certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

C. CONTRACTOR shall provide the required goods and services in accordance with the following:

1. CONTRACTOR shall stage all necessary fireworks and equipment at the VILLAGE's designated location on or before July 4, 2020 (2021, 2022) so as to be able to provide the required services after sundown on that date.
2. In the event of inclement weather, CONTRACTOR shall provide the required services at the VILLAGE's designated location on July 5, 2020 (2021, 2022).
3. If inclement weather continues and the VILLAGE, in its sole discretion, decides not to reschedule the fireworks displays, the VILLAGE shall pay CONTRACTOR for the actual costs of goods and services provided to date, with said costs not to exceed fifty percent (50%) of the total compensation due to CONTRACTOR in accordance with Section 4 below.
4. CONTRACTOR shall obtain all required permits and inspections. To the extent permitted by law, the VILLAGE shall waive all VILLAGE permit and inspection fees.
5. CONTRACTOR shall be responsible for maintaining, storing and protecting all goods and equipment necessary for the fireworks displays from all acts of nature, theft, vandalism or other means of damage or destruction.
6. CONTRACTOR and the VILLAGE shall cooperate to secure a clear area for the fireworks display. However, CONTRACTOR shall be responsible for ensuring such area is consistent with all permitting and inspection requirements.

7. CONTRACTOR shall be responsible for removing and clearing all excess material from the fireworks display area, including any related debris.

D. The services provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and as stated in the Request for Proposals.

ARTICLE 2. PERIOD OF SERVICE.

A. CONTRACTOR shall provide all goods and services in accordance with the terms of the Request for Quotes and this Contract. Time is of the essence.

B. In the event of unpreventable acts or occurrences wholly beyond the control of and attributable to CONTRACTOR or the VILLAGE, including, by way of example, acts of God, fire, flood, riots, war, terrorist activities, drought conditions, hurricanes or other severe and unforeseen storm events ("Force Majeure Events"), prevent the CONTRACTOR from performing the services contemplated by this Contract, the CONTRACTOR shall be excused from performance under the terms of this Contract and the VILLAGE shall be relieved from payment for such services.

C. Notwithstanding the foregoing, CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the VILLAGE or its agents.

D. This Contract shall become effective upon approval by the VILLAGE Council and shall remain in effect for a period of three years, unless earlier terminated in accordance with Article 7. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

E. In the event the VILLAGE cancels the July 4, 2020 fireworks display due to the ongoing COVID-19 pandemic, the term of this Contract shall automatically be extended by one (1) year and shall include the July 4th fireworks displays in the years 2021, 2022 and 2023, subject to the same terms and conditions. The VILLAGE shall provide CONTRACTOR with thirty (30) days' notice of such cancellation and upon providing such notice, the VILLAGE shall have no financial obligation to CONTRACTOR for 2020. Nothing set forth herein shall prevent either party from terminating the Contract in accordance with Article 7.

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village Parks and Recreation Director.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR for the provision of all goods and services set forth in the Request for Proposals and as stated in CONTRACTOR's Proposal in an amount not to exceed **Twenty-Five Thousand Dollars and No Cents (\$25,000.00)** for each

year of the Contract. All fireworks displays shall conform with CONTRACTOR's Proposal submitted in response to the Request for Proposals.

B. CONTRACTOR shall submit invoices to the VILLAGE for said compensation on dates mutually agreed upon by the VILLAGE and CONTRACTOR. All invoice(s) received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Services undertaken or expenses incurred that exceed the amount set forth in this Contract without prior written authorization from the VILLAGE shall be the sole liability of CONTRACTOR.

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

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

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

ARTICLE 5. INDEMNIFICATION.

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

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

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

ARTICLE 6. PERSONNEL.

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

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

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

ARTICLE 7. TERMINATION.

This Contract may be cancelled by CONTRACTOR upon ninety (90) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days' prior written notice to CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination.

ARTICLE 8. FEDERAL AND STATE TAX.

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

ARTICLE 9. INSURANCE.

CONTRACTOR shall be required to carry and maintain the following insurance coverage through the time it furnishes all required goods and services to the Village and completes its obligations under the contract:

A. CONTRACTOR shall maintain Comprehensive General Liability Insurance with minimum coverage limits of \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for bodily injury and property damage and \$2,000,000 in the general aggregate for products/completed operations. Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.

B. CONTRACTOR shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an Additional Insured and shall require thirty (30) day prior notice to the VILLAGE in the event of cancellation. CONTRACTOR shall be responsible for any deductibles related to said insurance.

ARTICLE 10. PAYMENT AND PERFORMANCE BOND.

A. CONTRACTOR shall be required to furnish a payment and performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

B. CONTRACTOR shall be required at all times to have a valid payment and performance bond in force covering the work being performed. A failure to have such a bond in force at any time shall constitute a default on the part of CONTRACTOR. A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the selected proposer to meet the above requirements.

ARTICLE 11. SUCCESSORS AND ASSIGNS.

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

ARTICLE 12. GOVERNING LAW, VENUE AND REMEDIES.

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

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

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP.

CONTRACTOR is, and shall be, in the performance this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work performed pursuant to this Contract shall at all times, and in all places, be subject to

CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

ARTICLE 14. NONDISCRIMINATION.

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

ARTICLE 15. ENFORCEMENT COSTS.

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

ARTICLE 16. AUTHORITY TO PROVIDE REQUIRED SERVICES.

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

ARTICLE 17. SEVERABILITY.

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

ARTICLE 18. MODIFICATIONS OF WORK.

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

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

ARTICLE 19. PROTECTION OF WORK AND PROPERTY.

A. CONTRACTOR shall continuously maintain adequate protection of all goods and services provided pursuant to this Contract from damage, and shall protect the VILLAGE's

property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.

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

ARTICLE 20. NOTICE.

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

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

and if sent to CONTRACTOR shall be mailed to:

Starfire Corporation
Attn: Mark LaBella
682 Cole Road
Carrolltown, PA 15722

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

ARTICLE 21. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 22. TERMINOLOGY AND CAPTIONS.

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

ARTICLE 23. WAIVER.

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

ARTICLE 24. PREPARATION.

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

ARTICLE 25. MATERIALITY.

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

ARTICLE 26. EXHIBITS AND CONTRACT DOCUMENTS.

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

ARTICLE 27. LEGAL EFFECT.

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

ARTICLE 28. SURVIVABILITY.

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

ARTICLE 29. DEFAULT.

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

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

permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

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

ARTICLE 30. WAIVER OF SUBROGATION.

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

ARTICLE 31. INSPECTOR GENERAL

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

ARTICLE 32. PUBLIC RECORDS.

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

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

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida

Statutes, or as otherwise provided by law.

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

ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY.

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

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

CONTRACTOR:

BY: Audrey Jean Terrizzi

Print Name: Audrey Jean Terrizzi

Title: President

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
LEONARD G. RUBIN
VILLAGE ATTORNEY

REQUEST FOR PROPOSALS FOR
July 4th Fireworks Display



VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FL 33408

**ADVERTISEMENT, REQUEST FOR PROPOSALS
SPECIFICATIONS, PROPOSAL FORMS AND CONTRACT**

ADVERTISEMENT

Sealed proposals will be received by the Village of North Palm Beach at the Village Manager's Office, 501 U.S. Highway One, North Palm Beach, Florida 33408, until:

2:30 P.M.
Time

FEBRUARY 20, 2020
Date

at which time they will be opened and read aloud in the Village Manager's Office.

Such proposals to provide for the furnishing of:

2020 July 4th Fireworks Display (for the amount of \$25,000.00)

The resulting contract shall be awarded to the proposer whose proposal best meets the needs of the Village, taking into consideration, among other things, the financial responsibility of the proposer, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the proposer that the Village in its sole discretion determines will enable the proposer to perform effectively and efficiently.

The envelope containing the proposal shall include the proposer's name and be marked as follows:

SEALED PROPOSAL – JULY 4TH FIREWORKS

No proposer may withdraw his or her proposal for a period of sixty (60) days after the date set for opening the proposals.

The Village reserves the right to reject any or all proposals and to waive any informalities.

The complete Request for Proposals may be obtained at Village Hall, 501 U.S. Highway One, North Palm Beach, and Florida 33408 or from the Village website at: www.village-npb.org.

THE VILLAGE OF NORTH PALM BEACH
Village Manager

PUBLISH: PALM BEACH POST
DATE: FEBRUARY 6, 2020

REQUEST FOR PROPOSALS

JULY 4TH FIREWORKS

1. REQUEST: The Village of North Palm Beach, Florida (“Village”) is accepting sealed proposals from qualified companies and contractors (“Proposers”) to furnish all labor, material, equipment and all other required goods and services to provide a 2020 July 4th fireworks display, with the option to yearly renew for two more years (as more fully described in the specifications attached hereto as Exhibit “A”), **until 2:30 p.m. EST on February 20, 2020** at the Village Clerk’s Office, Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408. Proposals received after the aforementioned date and time will be returned unopened. Proposal packages are available for review and printing from the Village’s web site: www.village-npb.org.

2. PREPARATION OF PROPOSAL: This Request for Proposals (“RFP”) provides the complete set of terms and conditions, specifications and proposal forms for the required goods and services. The specifications are attached hereto and incorporated by reference as Exhibit “A”. The following forms are attached hereto and incorporated herein by reference:

- Proposal Form (including Fireworks Proposal) Exhibit “B”
- Drug Free Workplace Exhibit “C”
- Public Entity Crimes Statement Exhibit “D”
- Contract Exhibit “E”

All proposal forms must be completed in full and include a manual signature in ink. The signature must be of an authorized representative who has the legal ability to bind the proposer in contractual obligations. Unsigned proposals will not be accepted.

All proposals forms must be typed or legibly printed in permanent ink. All corrections made by a proposer to any part of a proposal form must be initialed in ink. It is the proposer’s sole responsibility to assure that the proposal is complete and delivered at the proper time and place. The Village will not be responsible for any expenses incurred in connection with the preparation or delivery of a proposal.

An original of all proposal forms and (1) copy, along with any other required information, must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or e-mailed proposals shall not be accepted. The face of the sealed envelope shall state “**SEALED PROPOSAL – July 4th Fireworks**” and contain the Proposer’s name. Proposals not submitted in a sealed envelope or on the enclosed proposal forms shall be rejected.

Stephen Poh, Village Parks and Recreation Director, is available to answer any non-technical questions regarding this RFP and can be reached at (561) 841-3386. Any technical questions regarding this RFP should be submitted in writing to spoh@village-npb.org for review and response. If any technical question requires a response which the Village in its sole discretion determines should be provided to all potential Proposers, the Village will issue an official addendum to this RFP. The Village will endeavor to ensure all potential Proposers receive such addendum by posting the addendum onto the Village’s web site; however, it is the sole responsibility of every Proposer to verify with the Village whether any addendum has been

issued prior to submitting a proposal. The Village will not issue an addendum five (5) days or less before the proposal opening date.

3. PROPOSAL EVALUATION AND AWARD: On the date and time specified in this RFP, the Village will open and announce aloud all proposals received on time. The evaluation of the proposals will occur soon thereafter. The proposal opening may be delayed if, at the sole discretion of the Village, it is considered to be in the Village's best interests.

The Village Administration will evaluate the proposals in order to prepare a recommendation to the Village Council for award of the proposal for the required goods and services. The resulting contract shall be awarded to the responsible Proposer that best meets the needs of the Village, taking into consideration, among other things, the financial responsibility of the Proposer, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the proposer that the Village in its sole discretion determines will enable the Proposer to perform effectively and efficiently. The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities and to reject any or all proposals. The Village further reserves the right, in its sole discretion, to award a contract to the Proposer whose proposal best serves the interests of the Village.

The selected proposer will be required to execute a contract with the Village in the form attached hereto as Exhibit E.

4. INSURANCE REQUIREMENTS: The selected Proposer shall be required to carry and maintain the following insurance coverages through the time it furnishes all required goods and services to the Village and completes its obligations under the contract:

- A. The Proposer shall maintain Comprehensive General Liability Insurance with minimum coverage limits of \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for bodily injury and property damage and \$2,000,000 in the general aggregate for products/completed operations. Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.
- B. The Proposer shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.
- C. The Proposer 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, to be maintained by the Proposer shall specifically include the Village as an Additional Insured. The Proposer shall be responsible for any deductibles related to said insurance.

5. REGULATIONS, PERMITS AND FEES: The selected Proposer will be required to obtain its own expense all permits, inspections and/or licenses required to provide the required goods and/or services to the Village. The selected Proposer must comply with all federal, state

and local laws and regulations that may apply, including the standards of the National Fire Protection Association.

6. PUBLIC ENTITY CRIMES: In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list.

7. PAYMENT AND PERFORMANCE BOND: The selected Proposer, when awarded a contract, will be required to furnish a payment and performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

The selected Proposer will be required at all times to have a valid payment and performance bond in force covering the work being performed. A failure to have such a bond in force at any time shall constitute a default on the part of the selected proposer. A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the selected proposer to meet the above requirements.

8. CONE OF SILENCE: This RFP is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract or agreement entered into in violation of the cone of silence provisions shall render the transaction voidable.

9. PROPOSER'S CERTIFICATION: Each Proposer submitting a proposal acknowledges, agrees and certifies as follows:

- A. The Proposer and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;
- B. The Proposal constitutes an offer to the Village which shall remain open, irrevocable and unchanged for sixty (60) days after proposal opening;
- C. The Proposer has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity in any kind to any employee of the Village in connection with this RFP;
- D. The Proposer has not divulged or discussed its proposal with other Proposers, and the Proposal is made based on independent determination of the Proposer without collusion with other proposers in an effort to restrict competition;
- E. The Proposer has not made any attempt to induce any potential Proposer from submitting or declining to submit a proposal in response to this RFP;

- F. The Proposer is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP; and
- G. All information provided by the Proposer is true and correct in all respects.

EXHIBIT "A"
SPECIFICATIONS

1. IN GENERAL

The Village of North Palm Beach is seeking proposals for a 2020 July 4th Fireworks Display, with the option to continue each year for the following two (2) years: 2021, 2022. The Contract shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 7. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties. All proposals must be attached to the Proposal Form (Exhibit "B") and meet all applicable requirements as set forth in the RFP, including, but not limited to, the Proposal Form and the Specifications.

A. WORK INCLUDED

The selected Proposer shall provide all labor, materials and appurtenances necessary for the pyrotechnic displays and the full cleanup of the entire area after the event.

B. SYSTEM DESCRIPTION

The selected Proposer shall supply a July 4th fireworks display for a minimum duration of twenty-five (25) minutes with shells that range from one inch (1") to ten inches (10") in size.

C. QUALITY ASSURANCE

The selected Proposer shall provide certified pyrotechnicians and supervisors who are thoroughly familiar with the type of displays involved and the materials and techniques specified.

D. SUBMITTAL

The selected Proposer shall submit the manufacturer's literature to the Village.

E. PRODUCT HANDLING AND STORAGE

Upon arrival at the designated location for the fireworks displays, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper safety, ventilation and drainage; to prevent an unsightly appearance; and to protect against damage, weather, vandalism and theft.

2. EXECUTION

A. INSTALLATION

The displays shall be turn-key operations and meet all proposal and manufacturer warranty requirements.

B. CLEANING

Upon conclusion of the fireworks displays, the selected proposer shall clear the designated location of any excess materials or debris.

July 4th

FIREWORKS PROPOSAL

Name of Proposer: _____

Opening Segment:

Shell size	Quantity	Basic effects presented
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____

Main Body Segment:

Shell size	Quantity	Basic effects presented
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____

Grand Finale Segment:

Shell size	Quantity	Basic effects presented
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____

July 4th
FIREWORKS PROPOSAL
Total Shells

<u>Shell size</u>	<u>Quantity</u>
Under 3"-----	_____
3" shells -----	_____
4" shells -----	_____
5" shells -----	_____
6" shells -----	_____
8" shells -----	_____
10" shells -----	_____
	Total Shells _____

EXHIBIT "C"

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two (2) or more bids or proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to execute this confirmation, the undersigned certifies that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Print Name

Position

EXHIBIT "D"

PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 200__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

CONTRACT

This Contract is made as of the _____ day of _____, 2020, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and _____ (name), a _____ (state) corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal Employer I.D. is: _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all goods and services requested under Request for Quotes for **2020 July 4th Fireworks** and as further stated in CONTRACTOR's Quote/Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF CONTRACTOR.

A. CONTRACTOR shall provide all goods and services as stated in the Request for Quotes and CONTRACTOR's Quote/Proposal, as incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. CONTRACTOR certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County.

B. CONTRACTOR shall provide the required goods and services in accordance with the following:

1. CONTRACTOR shall stage all necessary fireworks and equipment at the VILLAGE's designated location on or before **July 4, 2020 (2021, 2022)**, so as to be able to provide the required services after sundown on that date.
2. In the event of inclement weather, CONTRACTOR shall provide the required services at the VILLAGE's designated location on **July 5, 2020 (2021, 2022)**.
3. If inclement weather continues and the VILLAGE, in its sole discretion, decides not to reschedule the fireworks displays, the VILLAGE shall pay CONTRACTOR for the actual costs of goods and services provided to date, with said costs not to exceed fifty percent (50%) of the total compensation due to CONTRACTOR in accordance with Section 4 below.
4. CONTRACTOR shall obtain all required permits and inspections. To the extent permitted by law, the VILLAGE shall waive all VILLAGE permit and inspection fees.
5. CONTRACTOR shall be responsible for maintaining, storing and protecting all goods and equipment necessary for the fireworks displays from all acts of nature, theft, vandalism or other means of damage or destruction.
6. CONTRACTOR and the VILLAGE shall cooperate to secure a clear area for the fireworks displays. However, CONTRACTOR shall be responsible for ensuring such area is consistent with all permitting and inspection requirements.
7. CONTRACTOR shall be responsible for removing and clearing all excess material from the fireworks displays area, including any related debris.

C. The services provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and as stated in the Request for Quotes.

ARTICLE 2. PERIOD OF SERVICE.

A. CONTRACTOR shall provide all goods and services in accordance with the terms of the Request for Quotes and this Contract. Time is of the essence.

B. In the event of unpreventable acts or occurrences wholly beyond the control of and attributable to CONTRACTOR or the VILLAGE, including, by way of example, acts of God, fire, flood, riots, war, terrorist activities, drought conditions, hurricanes or other severe and unforeseen storm events (“Force Majeure Events”), prevent the CONTRACTOR from performing the services contemplated by this Contract, the CONTRACTOR shall be excused from performance under the terms of this Contract and the VILLAGE shall be relieved from payment for such services.

C. Upon CONTRACTOR’s request, the VILLAGE shall consider the facts and extent of any failure to perform the Work and, if CONTRACTOR’s failure to perform was without it or its subcontractor’s fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE’s rights to change, terminate, or stop any or all of the work at any time.

D. Notwithstanding the foregoing, CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the VILLAGE or its agents.

ARTICLE 3. VILLAGE’S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE’s representative shall be the Village Parks and Recreation Director.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR for the provision of all goods and services set forth in the Request for Quotes and as stated in CONTRACTOR’s Quote/Proposal in an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

B. CONTRACTOR shall submit an invoice(s) to the VILLAGE for said compensation on the date and time mutually agreed upon by the VILLAGE and CONTRACTOR. All invoice(s) received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE’s representative, indicating that goods and services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative’s approval.

C. Services undertaken or expenses incurred that exceed the amount set forth in this Contract without prior written authorization from the VILLAGE shall be the sole liability of CONTRACTOR.

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

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

F. If the VILLAGE fails to make any payment due CONTRACTOR for the Work under this Contract within forty-five (45) days after CONTRACTOR's transmittal of its invoice to the VILLAGE, CONTRACTOR may, after giving notice to the VILLAGE, suspend the Work under this Contract until it has been paid in full all amounts due.

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

ARTICLE 5. INDEMNIFICATION.

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

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

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

ARTICLE 6. PERSONNEL.

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

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

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

ARTICLE 7. TERMINATION.

This Contract may be cancelled by CONTRACTOR upon ninety (90) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days written notice to CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination.

ARTICLE 8. FEDERAL AND STATE TAX.

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

ARTICLE 9. INSURANCE.

CONTRACTOR shall be required to carry and maintain the following insurance coverage through the time it furnishes all required goods and services to the Village and completes its obligations under the contract:

A. CONTRACTOR shall maintain Comprehensive General Liability Insurance with minimum coverage limits of \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for bodily injury and property damage and \$2,000,000 in the general aggregate for products/completed operations. Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.

B. CONTRACTOR shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an Additional Insured and shall require thirty (30) day prior notice to the VILLAGE in the event of cancellation. CONTRACTOR shall be responsible for any deductibles related to said insurance.

ARTICLE 10. PAYMENT AND PERFORMANCE BOND.

A. CONTRACTOR shall be required to furnish a payment and performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

B. CONTRACTOR shall be required at all times to have a valid payment and performance bond in force covering the work being performed. A failure to have such a bond in force at any time shall constitute a default on the part of CONTRACTOR. A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the selected proposer to meet the above requirements.

ARTICLE 11. SUCCESSORS AND ASSIGNS.

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

ARTICLE 12. GOVERNING LAW, VENUE AND REMEDIES.

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

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

ARTICLE 14. NONDISCRIMINATION.

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

ARTICLE 15. ENFORCEMENT COSTS.

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

ARTICLE 16. AUTHORITY TO PROVIDE REQUIRED SERVICES.

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

ARTICLE 17. SEVERABILITY.

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

ARTICLE 18. MODIFICATIONS OF WORK.

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

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

ARTICLE 19. PROTECTION OF WORK AND PROPERTY.

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

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

ARTICLE 20. NOTICE.

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

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

and if sent to CONTRACTOR shall be mailed to:

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

ARTICLE 21. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 22. TERMINOLOGY AND CAPTIONS.

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

ARTICLE 23. WAIVER.

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

ARTICLE 24. PREPARATION.

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

ARTICLE 25. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and

addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 26. EXHIBITS AND CONTRACT DOCUMENTS.

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

ARTICLE 27. LEGAL EFFECT.

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

ARTICLE 28. SURVIVABILITY.

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

ARTICLE 29. WAIVER OF SUBROGATION.

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

ARTICLE 30. INSPECTOR GENERAL

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

ARTICLE 31. REPRESENTATIONS/BINDING AUTHORITY.

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

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

CONTRACTOR:

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____

Darryl Aubrey
MAYOR

ATTEST:

BY: _____

JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____

VILLAGE ATTORNEY

Corporate Office
566 Theatre Rd
PO Box 179
St. Benedict, PA 15773
Plant
682 Cole Road
Carrolltown, PA 15722



Plant/Office
10476 Sunset Dr.
Dittmer, MO 63023

THE Village
Of
NORTH PALM BEACH
FLORIDA
7/4/2020

Corporate Office
566 Theatre Rd
PO Box 179
St. Benedict, PA 15773
Plant
682 Cole Road
Carrolltown, PA 15722



Plant/Office
10476 Sunset Dr.
Dittmer, MO 63023

Corporate Overview

Vincent J. Terrizzi, Sr. and Audrey Jean Terrizzi have been involved in the fireworks business since the mid-1960s. Like most fireworks companies, **Starfire Corporation** is a family-owned business. Along with their daughter, Linda, and their son, Vincent Jr., they operate the **Starfire Corporation** with the zeal, professionalism, and dedication typical of a family-owned enterprise.

Starfire Corporation manufactures, transports, and displays Class 1.1G, 1.3G, and 1.4G fireworks. **Starfire Corporation** has display and manufacturing facilities located in Carrolltown, PA, and Dittmer, MO, and an additional display facility in Vineland, NJ.

All licenses required for the manufacture, storage, interstate transporting, and display of pyrotechnic products have been issued to the **Starfire Corporation** by the state and federal governments. All **Starfire Corporation** products and displays are covered by a \$10,000,000.00 liability insurance policy.

Starfire Corporation uses many products from various parts of the world and has also resumed the manufacturing of our own special products to add to our displays.

As well as displays, **Starfire Corporation** can provide indoor/outdoor close proximity pyrotechnics, special effects, and lighting.

Starfire Corporation prides itself on building long-lasting relationships with its clients. We have many 30+ year clients that are part of the **Starfire Corporation** family. Give us an opportunity to build a relationship with you!

CALL TODAY: 1-800-806-4486

To view photos and video of some of our displays, please visit
<http://www.starfirecorporation.com>

Corporate Office
566 Theatre Rd
PO Box 179
St. Benedict, PA 15773
Plant
682 Cole Road
Carrolltown, PA 15722



Plant/Office
10476 Sunset Dr.
Dittmer, MO 63023

FIREWORKS PROPOSAL

North Palm Beach, FL

July 4, 2020

\$25,000.00

PRICE: \$25,000.00 (Includes \$10,000,000 worth of Liability Insurance and Trained Pyrotechnicians to fire the display.)

OPENING BARRAGE: 140 BOMBSHELLS

120- 3" Assorted Color Shells (chained)
20- 4" Assorted Color Shells (chained)

STRAIGHT-FIRE PROGRAM: 1712 BOMBSHELLS

6- Multi shot & Multi effect Cakes (Max 500 shot)
144- 3" Assorted Color Shells
108- 4" Assorted Color Shells
50- 4" Assorted Color Icon Shells
96- 5" Assorted Color Shells
90- 6" Assorted Color Shells
24- 8" Assorted Color Shells

SPECTACULAR GRAND FINALE: 420 BOMBSHELLS

200- 3" Assorted Color Shells (chained)
120- 3" All Titanium Reports (chained)
40- 4" Assorted Color Shells
40- 5" Assorted Color Shells
20- 6" Assorted Color Shells

Corporate Office
566 Theatre Rd
PO Box 179
St. Benedict, PA 15773
Plant
682 Cole Road
Carrolltown, PA 15722



Plant/Office
10476 Sunset Dr.
Dittmer, MO 63023

REFERENCES

CITY OF RALEIGH

PO Box 590, Raleigh, NC 27602
Sarah Heinsohn – (919) 996-2200

WINSTON-SALEM DASH

926 Brookstown Ave., Winston Salem, NC 27101
Jessica Aveyard – (336) 714-6862

GLYNN COUNTY

1725 Reynolds St. Suite 300, Brunswick, GA 31520
Vickie Lane – (912) 554-7135

CITY OF TOLEDO

One Gov't Center, Suite 2200, Toledo, OH 43604
Gretchen Debacker – (419) 297-7210

INNSBROOK HOMEOWNERS ASSOCIATION

1 Aspen Circle, Wright City, MO 63390
Charlie Boyce – (314) 599-6300

Johns Island Club

3 Johns Island Dr, Vero Beach, Fla
David Cololough-772-538-1896

DAN BARKER, Penn St

160 Dartmouth Lane, State College, PA 16803
Dan Barker – (814) 880-1230

CONTRACT

This Contract is made as of the 20 day of Feb, 2020, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and Star Fire Corporation (name), a PA (state) corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal Employer I.D. is: _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all goods and services requested under Request for Quotes for **2020 July 4th Fireworks** and as further stated in CONTRACTOR's Quote/Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF CONTRACTOR.

A. CONTRACTOR shall provide all goods and services as stated in the Request for Quotes and CONTRACTOR's Quote/Proposal, as incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. CONTRACTOR certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County.

B. CONTRACTOR shall provide the required goods and services in accordance with the following:

1. CONTRACTOR shall stage all necessary fireworks and equipment at the VILLAGE's designated location on or before **July 4, 2020 (2021, 2022)**, so as to be able to provide the required services after sundown on that date.
2. In the event of inclement weather, CONTRACTOR shall provide the required services at the VILLAGE's designated location on **July 5, 2020 (2021, 2022)**.
3. If inclement weather continues and the VILLAGE, in its sole discretion, decides not to reschedule the fireworks displays, the VILLAGE shall pay CONTRACTOR for the actual costs of goods and services provided to date, with said costs not to exceed fifty percent (50%) of the total compensation due to CONTRACTOR in accordance with Section 4 below.
4. CONTRACTOR shall obtain all required permits and inspections. To the extent permitted by law, the VILLAGE shall waive all VILLAGE permit and inspection fees.
5. CONTRACTOR shall be responsible for maintaining, storing and protecting all goods and equipment necessary for the fireworks displays from all acts of nature, theft, vandalism or other means of damage or destruction.
6. CONTRACTOR and the VILLAGE shall cooperate to secure a clear area for the fireworks displays. However, CONTRACTOR shall be responsible for ensuring such area is consistent with all permitting and inspection requirements.
7. CONTRACTOR shall be responsible for removing and clearing all excess material from the fireworks displays area, including any related debris.

EXHIBIT "B"

PROPOSAL FORM

July 4th Fireworks

SUBMIT ONE ORIGINAL AND (1) COPY OF YOUR PROPOSAL TO:

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

Proposer's Name: Starfire Corporation
(Please specify the type of entity, e.g. corporation or partnership)

FEIN No.: 251429138

Address: 682 Cole Rd Carrolltown PA

Telephone No.: 1-800-806-4486 Fax Number: _____

E-Mail: mlabella@starfirecorporation.com

In accordance with the terms and conditions stated in the Request for Proposals (RFP), the undersigned agrees to provide the fireworks specified in the attached Fireworks Proposal and supply a fireworks displays meeting all specifications for an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00)

The above amount shall include the required payment and performance bond as stated in the RFP.

Mark LaBella
Authorized Representative's Signature

2/11/2020
Date

Mark LaBella
Print Name

South East Sales
Position

July 4th FIREWORKS PROPOSAL

Name of Proposer: Starfire Corporation

Opening Segment:

Shell size	Quantity	Basic effects presented
3"	120	3" color & Salutes
4" 4" 3"	20	4" Assortment of colors
4"		

Main Body Segment:

Shell size	Quantity	Basic effects presented
3"	144+10	3" assortment of color and 10 Diamond Screams
4"	108+50	4" Assortment of color and 50 Few special shells
5"	96	5" Assortment of color
6"	90	6" Assortment of color and Brocades
8"	24	8" Assortment of color & shapes
2 3"	6	multi shot cakes 200 shot EPC's

Grand Finale Segment:

Shell size	Quantity	Basic effects presented
5"	200	Red white and Blue finale chains
3"	120	All Salutes
4"	40	Assortment of colors
5"	40	Brocade shells
6"	20	Assortment of color

the Request for Quotes and the CONTRACTOR's Quote/Proposal, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 27. LEGAL EFFECT.

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

ARTICLE 28. SURVIVABILITY.

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

ARTICLE 29. WAIVER OF SUBROGATION.

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

ARTICLE 30. INSPECTOR GENERAL

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

ARTICLE 31. REPRESENTATIONS/BINDING AUTHORITY.

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

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

CONTRACTOR:

BY: Star Fire Corporation

Print Name: MARK LABELLA

Title: South East Sales

July 4th
FIREWORKS PROPOSAL
Total Shells

<u>Shell size</u>	<u>Quantity</u>
Under 3" ----- CAKES -----	<u>1200 shots</u>
3" shells -----	<u>164</u>
4" shells -----	<u>218</u>
5" shells -----	<u>146</u>
6" shells -----	<u>110</u>
8" shells -----	<u>24</u>
10" shells -----	<u> </u>

Total Shells 1,862

EXHIBIT "C"

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two (2) or more bids or proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to execute this confirmation, the undersigned certifies that Starfire Corporation complies fully with the above requirements.

Mark LaBelle
Authorized Representative's Signature

2/20/2020
Date SOUTH EAST
Sales Manager
Position

Mark LaBelle
Print Name

EXHIBIT "D"

PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by MARK LaBella Southeast Sales
(print individual's name and title)
for STARFIRE CORPORATION
(print name of entity submitting sworn statement)

whose business address is 682 Cole Rd
Carrollton PA

and (if applicable) its Federal Employer Identification Number (FEIN) is: 251429138

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

True Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

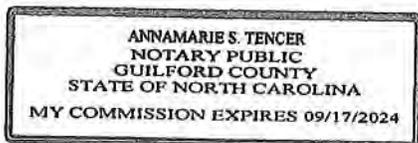
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this 12 day of February, 2020 by Mark Labella, who is personally known to me or produced Driver License as identification.

Annamarie S. Tencer
Notary Public
My Commission Expires: 9-17-2024



**VILLAGE OF NORTH PALM BEACH
GOLF OPERATIONS**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Allan Bowman, Head Golf Professional

DATE: April 23, 2020

SUBJECT: **RESOLUTION** – Approval of an Amendment to the Golf Course Maintenance Contract with BrightView Golf Maintenance, Inc. to include bunker repair and pond bank remediation work at a cost not to exceed \$300,000 and extend the Contract by an additional year.

Staff is requesting Village Council approval of a proposal from BrightView Golf Maintenance, Inc. (“BrightView”), the Village’s Golf Course maintenance provider, for golf course bunker and pond bank remediation. The total cost of the project is \$300,000, including \$4,125.20 in contingency funds. Village Council’s acceptance of the proposal would require a modification of the existing Golf Course Maintenance Contract executed in 2019.

The proposed work is needed to repair the bunker faces and select pond banks on the Golf Course. Although the Latitude 36 grass used on the course creates an excellent surface for golfers, it does not possess a root structure that can hold the bunker faces and banks in place. This has created a potentially unsafe situation for players when they walk on/near the bunker faces. As a result, the Village has not allowed golfers to play out of these areas on the Golf Course. The work proposed to resolve this issue includes the placement, formation, grading and installation of Bermuda Grass 419, which is the grass that has been used for many years at the Golf Course.

The location of the work includes all bunkers on the Golf Course, with the exception of those that were addressed last year, as well as some of the pond banks on Holes 9 and 18. These areas need to be stabilized to protect our bridge and sprinkler lines from erosion. Staff has provided photographs of the damage to the bunker faces and the erosion on the pond banks as attachments to this agenda item. Even with these challenges, Chris Cochran from Nicklaus Design Group recently toured the property and was impressed with the progress on the Golf Course and the attention to detail.

While Staff believes that BrightView should perform the work pursuant to its existing Contract, Staff did solicit three written quotes for the project to ensure a fair and competitive price. Including all bunker repairs and the pond bank repairs for Holes 9 and 18, the cost proposals were as follows:

Vendor	Project Cost	Notes
Bright View	\$295,894.80	Current GCM vendor
Gold Mine Golf, Inc.	\$398,896.80	
Landirr, Inc.	\$242,117.19	

While BrightView did not submit the lowest cost proposal, Staff is recommending proceeding with BrightView because BrightView has previously performed bunker restoration work on the Golf Course and is responsible for the ongoing maintenance of the Golf Course. Additionally, BrightView will be allowing the Village to pay for the work over time without any finance charges. Staff believes that the selection of BrightView will allow the Village to address this needed project immediately while minimizing

the initial financial impact and ensure that the course retains its designation as a Nicklaus Signature Golf Course.

In addition to the foregoing, BrightView has agreed to allow the Village to “finance” the cost of the repairs as follows:

- \$30,000 upon commencement of the work
- \$30,000 payable on October 10, 2020
- \$6,666.66 per month for thirty-six (36) months commencing October 1, 2020 (increase in contractual services payment)

Recognizing that the Village has expended approximately \$2M on the course as a result of the renovation project, which was completed in 2019, staff developed a financial analysis to describe how the Enterprise Fund’s operating budget will be impacted.

2019-2020 Budget		Year End Projection		2021 Preliminary Budget	
Golf Revenues	3,392,854	Golf Revenues	3,346,883	Golf Revenues	3,678,793
Restaurant Revenues	329,500	Restaurant Revenues	164,177	Restaurant Revenues	600,000
SUBTOTAL	3,722,354	SUBTOTAL	3,511,060	SUBTOTAL	4,278,793
Golf Expenditures	3,218,643	Golf Expenditures	3,004,316	Golf Expenditures	3,328,643
Debt & Loan Payment	463,629	Debt & Loan Payment	463,629	Debt & Loan Payment	463,629
Restaurant Expenditures	50,000	Restaurant Expenditures	32,052	Restaurant Expenditures	22,000
Administration	226,301	Administration	225,121	Administration	260,000
SUBTOTAL	3,958,573	SUBTOTAL	3,725,118	SUBTOTAL	4,074,272
Total	-236,219	Total	-214,058	Total	204,521

The initial payment of \$30,000 is able to be absorbed into the current fiscal year’s operating budget. In spite of the closure of the course on March 24, 2020, due to the County’s Emergency Order in response to COVID-19, revenues have been stronger than budgeted and expenses have been managed. The summary of this year’s budget and the projection for year-end includes the \$30,000 payment to BrightView.

Because the existing Golf Course Maintenance Contract expires on September 30, 2022, BrightView is requesting the execution of an Amendment to the Contract to include this work and extend the Contract for an additional year through September 30, 2023. BrightView has also requested that the maintenance costs of this additional year be adjusted based on a weighted combination of the annual change in the Employment Cost Index for total compensation for Service Occupations (75%) and the annual change in the Consumer Price Index for all Urban Consumers (CPI-U) (25%).

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Golf Course Maintenance	L8045-33491	Contractual Services	\$300,000.00

The attached Resolution and Amendment to the Golf Course Maintenance Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney

Recommendation:

Village Staff requests Council consideration and approved of the attached Resolution accepting a proposal from BrightView Golf Maintenance, Inc. for bunker repair and pond remediation at a total cost of \$300,000 (including a \$4,125.20 contingency), with funds expended from Account No. L8045-33491 (Golf Course Maintenance – Contractual Services), and authorizing the Mayor and Village Clerk to execute an Amendment to the Contract for Golf Course Maintenance Services to incorporate the proposed work, provide a payment schedule, and extend the term in accordance with Village policies and procedures.

RESOLUTION 2020-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE GOLF COURSE MAINTENANCE CONTRACT WITH BRIGHTVIEW GOLF MAINTENANCE, INC. TO INCLUDE BUNKER REPAIR AND POND REMEDIATION WORK, PROVIDE FOR A PAYMENT SCHEDULE FOR THE ADDITIONAL WORK AND EXTEND THE CONTRACT TERM BY ONE YEAR; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 23, 2019, the Village entered into a Contract for Golf Course Maintenance Services with BrightView Golf Maintenance, Inc. (“BrightView”); and

WHEREAS, in accordance with Article 19 of the Contract, the Village requested BrightView to perform additional bunker repair and pond remediation work at the Golf Course; and

WHEREAS, BrightView has agreed to perform the additional work, and the parties wish to amend the Contract to incorporate the additional work, provide payment terms for the additional work, and extend the Contract for an additional one-year period subject to an adjustment in compensation based on changes to indexes published by the United States Bureau of Labor Statistics; and

WHEREAS, the Village Council determines that the approval of the Amendment to the Contract, including any waiver the Village’s purchasing policies and procedures, is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves an Amendment to the Contract with BrightView Golf Maintenance, Inc. for the Golf Course Maintenance Services, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendment on behalf of the Village. The total cost for the additional work set forth in the Amendment shall not exceed \$300,000 (including \$4,125.20 in contingency), with funds expended from Account No. L8045-33491 (Golf Course Maintenance – Contractual Services).

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AMENDMENT TO CONTRACT

This Amendment is made as of the _____ day of _____, 2020, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC., a California corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal I.D. is 95-2999239.

WHEREAS, the VILLAGE and CONTRACTOR executed a Contract for Golf Course Maintenance Services dated May 23, 2019 (“Contract”); and

WHEREAS, in accordance with Article 19 of the Contract, the VILLAGE requested CONTRACTOR to perform additional bunker repair and pond remediation work at the North Palm Beach Country Club Golf Course (“Additional Work”); and

WHEREAS, CONTRACTOR has agreed to perform the Additional Work at a total cost of \$295,894.80, as outlined in its Proposal dated December 10, 2019; and

WHEREAS, the parties have agreed to amend the Contract to: (1) incorporate the Additional Work into the Contract; (2) provide payment terms for the Additional Work; and (3) extend the Contract for an additional one-year period, subject to an adjustment in compensation based on changes to the Employment Cost Index and the Consumer Price Index published by the United States Bureau of Labor Statistics.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract as follows:

1. Recitals

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

2. Additional Work

CONTRACTOR shall perform all of the bunker repair work and the pond remediation work for Holes 9 and 18 (“Additional Work”) as set forth in its Proposal dated December 10, 2019, a copy of which is attached hereto and incorporated herein by reference. CONTRACTOR shall perform the Additional 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

3. Cost of Additional Work

The VILLAGE shall pay CONTRACTOR the sum of \$295,894.80 for the Additional Work, payable as follows:

- A. \$30,000 payable upon CONTRACTOR's commencement of the Additional Work;
- B. \$30,000 payable on October 10, 2020; and
- C. An increase in the monthly Golf Course maintenance payment by \$6,666.66 from October 1, 2020 through September 30, 2023 (provided that the last payment on September 1, 2023 shall be adjusted to reflect the actual amount that remains outstanding).

4. Extension of Contract Term

- A. The parties hereby agree to amend Article 2.A of the Contract to extend the term by one year, from October 1, 2022 through September 30, 2023 ("Fiscal Year 2023"), subject to the two additional one-year renewals upon mutual agreement of both parties at the same rate of compensation for Fiscal Year 2023, unless earlier terminated in accordance with Article 8.
- B. The total annual compensation for Fiscal Year 2023 shall be adjusted by the weighted average of the changes to the following indexes published by the United States Bureau of Labor Statistics:
 - (1) The percentage change in the Consumer Price Index for all Urban Consumers (CPI-U); U.S. City Average (all items, not seasonally adjusted) from August 2021 to August 2022 (**25%**); and
 - (2) The percentage change in the Employment Cost Index for Total Compensation (not seasonally adjusted) for private industry workers in service providing industries from August 2021 to August 2022 (**75%**).

Notwithstanding the foregoing, the maximum adjustment for Fiscal Year 2023 shall not exceed five percent (5%). In the event that either the Consumer Price Index or the Employment Cost Index is not available, a reliable governmental or other nonpartisan publication, evaluating the information for use in determining the Consumer Price Index and/or Employment Cost Index, shall be used.

- C. If the VILLAGE terminates the Contract prior to the expiration date, the VILLAGE shall pay CONTRACTOR all remaining monies owed for the Additional Work that has been completed by CONTRACTOR to the VILLAGE's satisfaction.

5. Conflicts

In the event of a conflict between this Amendment and the Contract, the terms of this Amendment shall control. To the extent not expressly modified herein, all other provisions of the Contract shall remain in full force and effect.

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

CONTRACTOR:
BRIGHTVIEW GOLF MAINTENANCE, INC.

By: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL,
MAYOR

ATTEST:

BY: _____
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
LEONARD G. RUBIN,
VILLAGE ATTORNEY



NORTH PALM BEACH
COUNTRY CLUB
BUNKER PROJECT

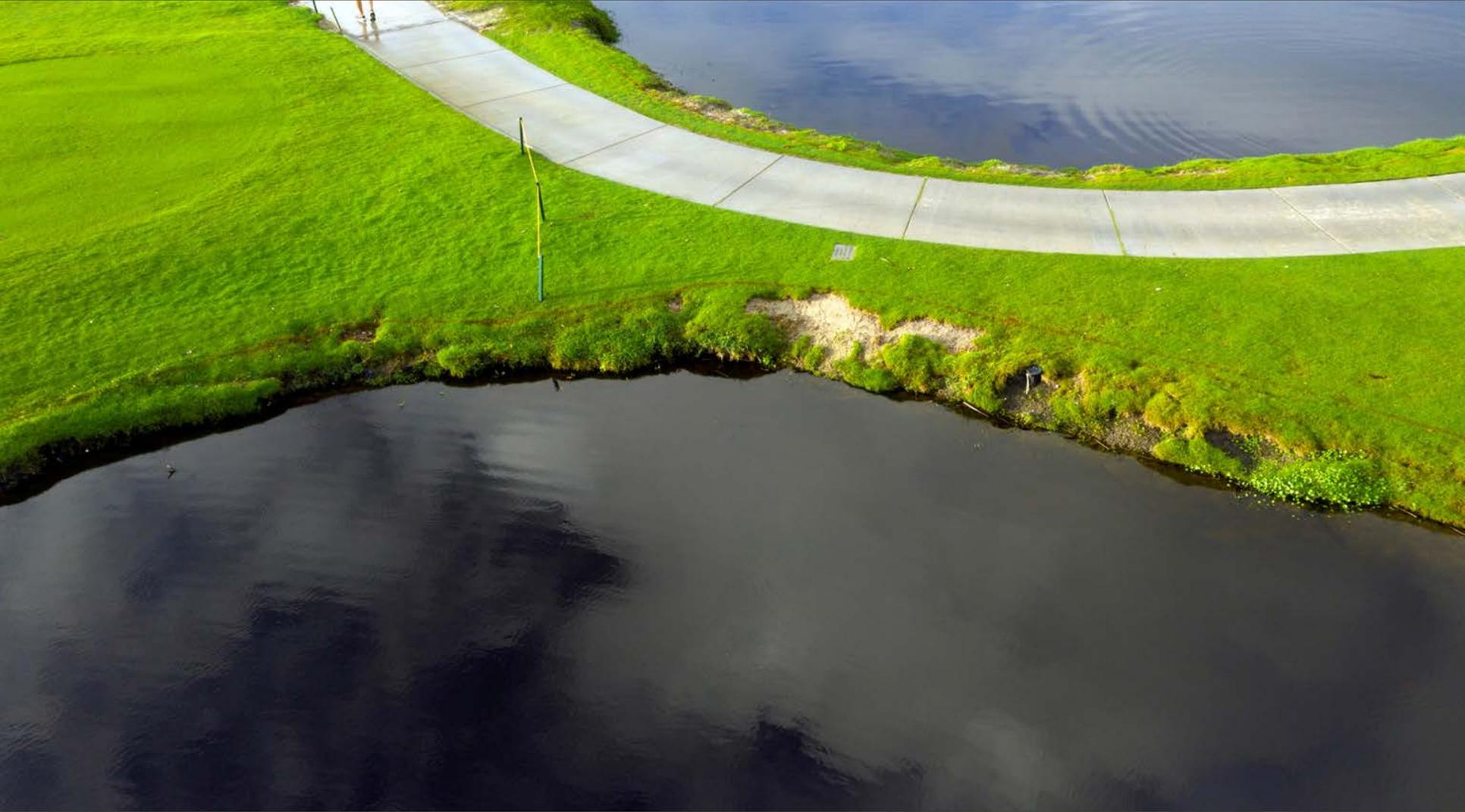


















NORTH PALM BEACH
COUNTRY CLUB
BUNKER PROJECT

BRIGHTVIEW

PROPOSAL

To: Allan Bowman
Company: Village of North Palm Beach
Address: North Palm Beach Country Club
951 US-1
North Palm Beach, FL 33408

Date: 10-Dec-19

Reference: Bunker Repairs at North Palm Beach Country Club

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Remove <i>Latitude</i> bermudagrass turf, repair erosion, replace organic material where necessary and sod with 419 Bermuda.				
Mobilization	1	EACH	\$1,800.00	\$1,800.00
Hole #1: (3 Bunkers)	2,963	SF	\$2.60	\$7,703.80
Hole #2: (2 Bunkers)	4,608	SF	\$2.60	\$11,980.80
Hole #3: (6 Bunkers)	4,945	SF	\$2.60	\$12,857.00
Hole #5: (3 Bunkers)	3,635	SF	\$2.60	\$9,451.00
Hole #6: (5 Bunkers)	7,266	SF	\$2.60	\$18,891.60
Hole #7: (3 Bunkers)	2,428	SF	\$2.60	\$6,312.80
Hole #8: (5 Bunkers)	3,612	SF	\$2.60	\$9,391.20
Hole #9: (3 Bunkers)	2,008	SF	\$2.60	\$5,220.80
Hole #10: (5 Bunkers)	6,240	SF	\$2.60	\$16,224.00
Hole #11: (10 Bunkers)	10,201	SF	\$2.60	\$26,522.60
Hole #12: (6 Bunkers)	12,301	SF	\$2.60	\$31,982.60
Hole #13: (4 Bunkers)	4,056	SF	\$2.60	\$10,545.60
Hole #14: (2 Bunkers)	3,540	SF	\$2.60	\$9,204.00
Hole #15: (3 Bunkers)	2,360	SF	\$2.60	\$6,136.00
Hole #16: (3 Bunkers)	10,041	SF	\$2.60	\$26,106.60
Hole #17: (2 Bunkers)	880	SF	\$2.60	\$2,288.00
Hole #18: (8 Bunkers)	14,004	SF	\$2.60	\$36,410.40
Replace <i>Latitude</i> bermudagrass turf on islands inside bunkers:				
Hole # 11	630	SF	\$2.60	\$1,638.00
Hole #14	1,117	SF	\$2.60	\$2,904.20
Hole #18	1,353	SF	\$2.60	\$3,517.80
Total				\$257,088.80

Proposal Notes:
Turf disposed on site.

Certified General Contractor #CGC-062119

Owner's approval: _____ Date: _____

BRIGHTVIEW

PROPOSAL

To: Allan Bowman
Company: Village of North Palm Beach
Address: North Palm Beach Country Club
951 US-1
North Palm Beach, FL 33408

Date: 10-Dec-19

Reference: **Lake Bank Repairs at North Palm Beach Country Club**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Remove existing <i>Latitude</i> bermudagrass turf on lake banks and use existing material to correct slope and sod.				
Lake on #16 - #17	1,105	LF	\$32.00	\$35,360.00
Lake on #9 - #18	1,173	LF	\$32.00	\$37,536.00
Lake on golf side of hole #8	991	LF	\$32.00	\$31,712.00
Lake on #7 - #3	1,230	LF	\$32.00	\$39,360.00
Lake on #2	138	LF	\$32.00	\$4,416.00
Lake on #13 - #14	1,379	LF	\$32.00	\$44,128.00
Lake on #10 - #15	1,182	LF	\$32.00	\$37,824.00
Relocate irrigation in lake bank on hole #18	1	EACH	\$1,450.00	\$1,450.00
Total				\$231,786.00

Proposal Notes:
Turf disposed on-site.

Certified General Contractor #CGC-062119

Owner's approval: _____

Date: _____

Renovation Description	Total Cost
Lake Bank Restoration	\$ 231,786.00
Bunker Face Restoration	\$ 257,088.80
Total	\$ 488,874.80
Less Down Payment (25%)	\$ 122,218.70
Amount financed	\$ 366,656.10
# of Months (7/2020-9/2023)	40
Monthly payment beginning 7/2020	\$ 9,166.40

Comments:

1. Project term summer/fall 2020
2. Village to execute one year extension of current agreement with increase index
3. Down Payment invoiced 5/2020 due 6/2020
4. Year 1 Extension- the yearly contract amount will be adjusted by a weighted combination of the annual change in the applicable Employment Cost Index for total compensation for Service Occupations published by the Bureau of Labor Statistics (75%) and of the annual change in the Consumer Price Index (CPI) (25%) experienced in the month for which the most current information is published. The CPI used will be that for All Urban Consumers (CPI-U), based on the U.S. City Average and all items, published by the Department of Labor, Bureau of Labor Statistics for the United States of America.

Gold Mine Golf, Inc.

435 Robinson Ridge Road, Dahlonega, GA 30533 706-864-9445 706-867-8388(fax)

March 10, 2020

Mr. Allan Bowman
Village of North Palm Beach
North Palm Beach Country Club
951 US-1
North Palm Beach Fla. 33480

Dear Allan,

This proposal is for the Bunker project at North Palm Beach Country Club. Gold Mine Golf, Inc. will remove existing sod around the bunkers haul in fill to fix the erosion problems and install new 419 Bermuda sod. Gold Mine Golf, Inc. will supply all labor, materials and equipment. Gold Mine Golf, Inc. is responsible to limit any collateral damages to property during this work by following industry practices and using experience in this work. Gold Mine Golf, Inc. will perform the work in a timely manner. Damages to property outside of the Scope of Work listed below which includes, but not limited to roadways, cart path, drainage, sod, electrical lines and irrigation system will be assessed during and after this work has been completed. Necessary repairs will be estimated for consideration and will be completed as approved in separate contract. Owner is responsible for all permits, locating all electric lines, fiber lines and repair, irrigation and repair, and utility and repair. Price is good for 30 days.

Scope of Work: Bunker Project

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Mobilization	1	EACH	\$15,000.00	\$15,000.00
Hole #1: (3 Bunkers)	2,963	SF	\$3.25	\$9,629.75
Hole #2: (2 Bunkers)	4,608	SF	\$3.25	\$14,976.00
Hole #3: (6 Bunkers)	4,945	SF	\$3.25	\$16,071.25
Hole #5: (3 Bunkers)	3,635	SF	\$3.25	\$11,813.75
Hole #6: (5 Bunkers)	7,266	SF	\$3.25	\$23,614.50
Hole #7: (3 Bunkers)	2,428	SF	\$3.25	\$7,891.00
Hole #8: (5 Bunkers)	3,612	SF	\$3.25	\$11,739.00
Hole #9: (3 Bunkers)	2,008	SF	\$3.25	\$6,526.00
Hole #10: (5 Bunkers)	6,240	SF	\$3.25	\$20,280.00
Hole #11:(10 Bunkers)	10,201	SF	\$3.25	\$33,153.25
Hole #12: (6 Bunkers)	12,301	SF	\$3.25	\$39,978.25
Hole #13: (4 Bunkers)	4,056	SF	\$3.25	\$13,182.00
Hole #14: (2 Bunkers)	3,540	SF	\$3.25	\$11,505.00
Hole #15: (3 Bunkers)	2,360	SF	\$3.25	\$7,670.00
Hole #16: (3 Bunkers)	10,041	SF	\$3.25	\$32,633.25
Hole #17: (2 Bunkers)	880	SF	\$3.25	\$2,860.00
Hole #18: (8 Bunkers)	14,004	SF	\$3.25	\$45,513.00
Sod islands in bunkers				

Hole # 11	630	SF	\$3.25	\$2,047.50
Hole #14	1,117	SF	\$3.25	\$3,630.25
Hole #18	1,353	SF	\$3.25	\$4,397.25
Total				\$334,111.00

Payments to be made as follows:

A payment of 50% of contract for mobilization, materials and labor is required to start the project. The final invoice will be submitted on completion and payment is requested upon receipt. The customer will pay all legal fees and court costs incurred in the collection of money owed according to this contract. If you have any questions regarding this proposal, please contact us.

Signature of Acceptance: _____ Date: _____

Gold Mine Golf, Inc.

By: _____
David A. Guettler, President

Gold Mine Golf, Inc.

435 Robinson Ridge Road, Dahlonega, GA 30533 706-864-9445 706-867-8388(fax)

March 10, 2020

Mr. Allan Bowman
Village of North Palm Beach
North Palm Beach Country Club
951 US-1
North Palm Beach Fla. 33480

Dear Allan,

This proposal is for the Lake bank project at North Palm Beach Country Club. Gold Mine Golf, Inc. will remove existing sod from the lake banks, haul in fill and regrade the slopes to install new 419 Bermuda sod. Gold Mine Golf, Inc. will supply all labor, materials and equipment. Gold Mine Golf, Inc. is responsible to limit any collateral damages to property during this work by following industry practices and using experience in this work. Gold Mine Golf, Inc. will perform the work in a timely manner. Damages to property outside of the Scope of Work listed below which includes, but not limited to roadways, cart path, drainage, sod, electrical lines and irrigation system will be assessed during and after this work has been completed. Necessary repairs will be estimated for consideration and will be completed as approved in separate contract. Owner is responsible for all permits, locating all electric lines, fiber lines and repair, irrigation and repair, and utility and repair. Price is good for 30 days.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Lake on #16 - #17	1,105	LF	\$45.00	\$49,725.00
Lake on #9 - #18	1,173	LF	\$45.00	\$52,785.00
Lake on golf side of hole #8	991	LF	\$45.00	\$44,595.00
Lake on #7 - #3	1,230	LF	\$45.00	\$55,350.00
Lake on #2	138	LF	\$45.00	\$6,210.00
Lake on #13 - #14	1,379	LF	\$45.00	\$62,055.00
Lake on #10 - #15	1,182	LF	\$45.00	\$53,190.00
Relocate irrigation in lake bank on hole #18	1	EACH	\$12,000.00	\$12,000.00
Total				\$335,910.00

Payments to be made as follows:

A payment of 50% of contract for mobilization, materials and labor is required to start the project. The final invoice will be submitted on completion and payment is requested upon receipt. The customer will pay all legal fees and court costs incurred in the collection of money owed according to this contract. If you have any questions regarding this proposal, please contact us.

Signature of Acceptance: _____ Date: _____

Gold Mine Golf, Inc.

By: _____
David A. Guettler, President

PROPOSAL

To: Allan Bowman
 Company: Village of North Palm Beach
 Address: North Palm Beach Country Club
 951 US-1
 North Palm Beach, FL 33408

FROM: LANDIRR, INC.
 MIKE ROBERTS
 202 N. LAUREL AVENUE
 SANFORD, FL 32771

Date: _____

Reference: **Bunker Repairs at North Palm Beach Country Club**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Remove <i>Latitude</i> bermudagrass turf, repair erosion, replace organic material where necessary and sod with 419 Bermuda.				
Mobilization	1	EACH	\$9,000.00	\$9,000.00
Hole #1: (3 Bunkers)	2,963	SF	\$1.88	\$5,570.44
Hole #2: (2 Bunkers)	4,608	SF	\$1.88	\$8,663.04
Hole #3: (6 Bunkers)	4,945	SF	\$1.88	\$9,296.60
Hole #5: (3 Bunkers)	3,635	SF	\$1.88	\$6,833.80
Hole #6: (5 Bunkers)	7,266	SF	\$1.88	\$13,660.08
Hole #7: (3 Bunkers)	2,428	SF	\$1.88	\$4,564.64
Hole #8: (5 Bunkers)	3,612	SF	\$1.88	\$6,790.56
Hole #9: (3 Bunkers)	2,008	SF	\$1.88	\$3,775.04
Hole #10: (5 Bunkers)	6,240	SF	\$1.88	\$11,731.20
Hole #11: (10 Bunkers)	10,201	SF	\$1.88	\$19,177.88
Hole #12: (6 Bunkers)	12,301	SF	\$1.88	\$23,125.88
Hole #13: (4 Bunkers)	4,056	SF	\$1.88	\$7,625.28
Hole #14: (2 Bunkers)	3,540	SF	\$1.88	\$6,655.20
Hole #15: (3 Bunkers)	2,360	SF	\$1.88	\$4,436.80
Hole #16: (3 Bunkers)	10,041	SF	\$1.88	\$18,877.08
Hole #17: (2 Bunkers)	880	SF	\$1.88	\$1,654.40
Hole #18: (8 Bunkers)	14,004	SF	\$1.88	\$26,327.52
Replace <i>Latitude</i> bermudagrass turf on islands inside bunkers:				
Hole # 11	630	SF	\$2.25	\$1,417.50
Hole #14	1,117	SF	\$2.25	\$2,513.25
Hole #18	1,353	SF	\$2.25	\$3,044.25
Total				\$194,740.44

Proposal Notes:
 Turf disposed on site.

Owner's approval: _____

Date: _____

PROPOSAL

To: Allan Bowman
Company: Village of North Palm Beach
Address: North Palm Beach Country Club
951 US-1
North Palm Beach, FL 33408

FROM LANDIRR, INC.
MIKE ROBERTS
202 N.LAUREL AVENUE
SANFORD, FL 32771

Date:

Reference: **Lake Bank Repairs at North Palm Beach Country Club**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Remove existing <i>Latitude</i> bermudagrass turf on lake banks and c use existing material to correct slope and sod.				
Lake on #16 - #17	1,105	LF	\$39.75	\$43,923.75
Lake on #9 - #18	1,173	LF	\$39.75	\$46,626.75
Lake on golf side of hole #8	991	LF	\$39.75	\$39,392.25
Lake on #7 - #3	1,230	LF	\$39.75	\$48,892.50
Lake on #2	138	LF	\$39.75	\$5,485.50
Lake on #13 - #14	1,379	LF	\$39.75	\$54,815.25
Lake on #10 - #15	1,182	LF	\$39.75	\$46,984.50
Relocate irrigation in lake bank on hole #18	1	EACH	\$750.00	\$750.00
Total				\$286,870.50

Proposal Notes:
Turf disposed on-site.

Owner's approval: _____

Date: _____

4993 S.W. MARTIN COMMONS WAY
PALM CITY, FL 34990
(772) 285-1871

ASSUMES GOLF ON MAY 1

REVENUE ASSUMPTIONS:

Golf Fees Include: GF, CF & Walking Fee
 Restricted Membership: +50 Intro Resident @ \$1600= \$80K, recognizing \$40K in 2020 budget year
 2020 YE projection based on actual YTD plus 2019 May-Sept. actuals

Includes \$15k in social membership that is not available

Updated numbers as range was closed part of July and August
 Summer merchandise push

New restricted golf membership

Golf Revenues - Major Categories						
	2020 Budget	YTD March	April	2019 May - Sept	2020 upwards	2020 Year End Projection
Golf Fee	1,796,000	1,392,495		453,097		1,845,592
Merch	300,000	144,920	2,000	32,862	12,000	191,782
Range	360,000	186,633		76,443	15,000	278,076
Membership	806,000	801,838		-	40,000	841,838
Total	3,262,000	2,525,886		562,402		3,337,288
Rounds	42,500	25,162		10,074		35,236

EXPENSE ASSUMPTIONS:

\$24K COVID Payroll Savings resulting in 40% payroll reduction April
 \$22K Advertising savings
 \$21K COG Golf Merchandise savings (10%)
 \$12K Tree trimming savings
 Golf Ops Payroll Reg/PT only
 COVID payroll savings may increase slightly

Expense Savings				
	2020 Budget	YTD March	2019 Apr - Sept	2020 YE Projection
Golf Ops Payroll	\$ 477,592	\$ 246,414	\$ (24,340)	\$ 453,252
Advertising	\$ 30,000	\$ 7,455	\$ (22,500)	\$ 7,500
Golf Merch	\$ 219,000	\$ 99,622	\$ (21,900)	\$ 197,100
Tree Trim	\$ 30,000	\$ 2,132	\$ (12,000)	\$ 18,000
Total	\$ 756,592	\$ 355,623	\$ (80,740)	\$ 675,852

Summary			
	2020	Budget	Projection
Major Revenues	\$ 3,262,000	\$ 3,157,288	
Categories Expenses	\$ 756,592	\$ 675,852	
Total	\$ 2,505,408	\$ 2,481,436	\$ (23,972)

March - April		2020
Lost Revenue due to COVID		
Golf Fee	\$	250,000
Merch	\$	25,000
Range	\$	40,000
Memberships	\$	-
Total	\$	315,000

BUNKER PROJECT TERMS:

\$295k + \$5k contingency =	\$	300,000
10% start up	\$	(30,000)
10% completion 10/15/20	\$	(30,000)
*Balance	\$	240,000

*Balance 36 mo. Payments begin 10/01/20
 includes 1 yr. Brightview contract extension

Project Priority: Significant safety risk due to collapsing bunker faces throughout golf course; Hole #9 and #18 deteriorating lake banks causing bridge collapse

2020 Budget Savings (payment taking from Advertising and Tree Trim budgets)
 2021 CIP

2021-2024 Budget GCM Contractual Services

2021 Possible Additional revenue

Increase GF/CF/WF	\$.75 - \$ 4.70
Increase Dues	2-3%
Social Membership	tbd

119 Atlantic Road
N. Palm Beach, FL 33408

April 10, 2020

TO: VILLAGE COUNCIL

Re: Audit Committee Annual Report.
Ordinance 06-2004

Member of Council:

This report is submitted in compliance with Section 4 Paragraph 4 of the subject ordinance.

Committee Members:

Tom Andres	Ed Katz	Don Kazimer
Suzanne Mehregan	Marie Silvani	Dave Talley
Tom Magill –Chairman.		

Activity: During the year, the Committee met on 6 occasions from 3/11/2019 through March 11 2020. Minutes have been provided for all meetings.

Issues Reviewed:

ENTERPRISE FUND. Much of the year's discussions focused on the major Clubhouse construction project which reached completion during Q1 2020. The Committee was kept aware of the progress and financial concerns of the project. A significant achievement of the effort was the engagement of Farmers Table as the restaurant operator. In addition, we had the opportunity to review the FY 2019 CAFR, prepared by the Village Auditor, Terry Morton of Nowlen et.al. The audit disclosed no significant issues. The Village was awarded, for the 31st consecutive year, General Accounting Standard award for excellence. We extend our compliments to Village Manager Andrew Lukasik, Finance Director Samia Janjua and their staffs for efforts in this area.

In addition, attention was devoted to monitoring of Village investment results managed by PFM associates. Returns within our established guidelines are consistent with equal market activity. We also, note the increase in Village revenue due to added ad valorem income, grant funding and investment earnings.

ENTERPRISE FUND

This fund measures activity at the Village owned Country Club. Construction of the new clubhouse and closure of the golf course for a major portion of the year were the major causes of failure to meet budgeted levels A \$170K annual agreement was approved by Council with Committee approval for Golf Course maintenance with Brightview. Unfortunately, the current public health situation will cause difficulty in meeting FY 2020 budget goals.

SUMMARY: The Committee notes the increase in the year ended Unallocated Fund Balance to \$8.18 represents a significant improvement over FY 2018. This welcome increase is a great protection against emergency situations.

We also note the initial progress of Farmers' Table. Their results after our tourist "season." will be closely monitored. We wish them every success.

We encourage Council to continue its improving efforts to continue to reduce purchasing without using .published purchasing quotation guidelines.

In conclusion, the Committee thanks Council and the Administration for the privilege of being able to contribute to the financial stability of the Village.

FOR THE COMMITTEE

Tom Magill
Chairman

Copy Village Council
Committee
Andrew Lukasik
Samia Janjua
Jessica Green

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