



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, OCTOBER 08, 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/81829773114?pwd=UDFGYnI0MjNBBeU5ubHITQzFwL3pqQT09>

**Meeting ID:** 818 2977 3114  
**Passcode:** 098286

To join meeting by phone (voice only):

877 853 5257 US Toll-free  
888 475 4499 US Toll-free

**Meeting ID:** 818 2977 3114  
**Passcode:** 098286

**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 - VICE MAYOR**

### **PLEDGE OF ALLEGIANCE - MAYOR**

### **AWARDS AND RECOGNITION**

### **APPROVAL OF MINUTES**

- 1.** Minutes of the Regular Session held September 24, 2020

### **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**

- 2.** **PUBLIC HEARING AND MOTION – REASONABLE ACCOMMODATION REQUEST** Consider a motion to approve or deny a Reasonable Accommodation Request filed by Reprieve, LLC for Community Residences located at 800, 804, and 808 Prosperity Farms Road.
- 3.** **1ST READING OF ORDINANCES 2020-10 THROUGH 2020-23 – REZONING COMMERCIAL PROPERTIES** Consider a motion to adopt on first reading Ordinances rezoning several commercial properties for consistency with the Village's new land development regulations.

## 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.*

4. **MOTION** – Approving the suspension of the 11/26/20 and 12/24/20 Council meetings in observance of national holidays.
5. Receive for file Minutes of the Golf Advisory Board meeting held 8/17/20.
6. Receive for file Minutes of the Library Advisory Board meeting held 9/22/20.

## OTHER VILLAGE BUSINESS MATTERS

7. **RESOLUTION – FRDAP GRANT FOR TENNIS COURT IMPROVEMENTS** Approving a Grant Agreement with the Florida Department of Environmental Protection for the receipt of Florida Recreation Development Assistance Program (FRDAP) grant funds for tennis court improvements; and authorizing execution of the Agreement.
8. **RESOLUTION – ENGINEERING SERVICES FOR ANCHORAGE PARK MARINA DRY STORAGE COMPOUND RENOVATION PROJECT** Approving a proposal from Engenuity Group, Inc. for professional engineering services for the Anchorage Park Marina Dry Storage Compound Renovation Project at a total cost of \$58,067; and authorizing execution of all required documents.
9. **RESOLUTION – PARKS AND RECREATION NEEDS ASSESSMENT CONTRACT** Approving the proposal submitted by Barth Associates LLC to conduct a Parks and Recreation Needs Assessment at a total cost not to exceed \$49,900; and authorizing execution of the Contract.

## COUNCIL AND ADMINISTRATION MATTERS

### MAYOR AND COUNCIL MATTERS/REPORTS

### VILLAGE MANAGER MATTERS/REPORTS

## REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

## ADJOURNMENT

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

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

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

***DRAFT MINUTES OF THE REGULAR SESSION***  
**VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA**  
**SEPTEMBER 24, 2020**

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

ROLL CALL

Mayor Bickel called the meeting to order at 7:30 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 Mayor Bickel led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held September 10, 2020 were approved as written.

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Mayor Bickel read into the record a public comment received from Mary Phillips, 525 Ebbtide Drive. In her comment, Ms. Phillips requested that any changes to the size of boat and RV storage at Anchorage Park be balanced with preserving green space and that the three oak trees located by the gate to the storage lot be preserved.

PUBLIC HEARING AND SECOND READING OF AD VALOREM TAX MILLAGE RATE ORDINANCE AND BUDGET ORDINANCE

A motion was made by Councilmember Aubrey and seconded by President Pro Tem Norris to adopt and enact on second reading Ordinance 2020-07 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Councilmember Searcy and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2020-08 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING THE ANNUAL BUDGET OF THE VILLAGE OF NORTH PALM BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 AND AUTHORIZING ALLOCATIONS, APPROPRIATIONS AND

PUBLIC HEARING AND SECOND READING OF AD VALOREM TAX MILLAGE RATE ORDINANCE AND BUDGET ORDINANCE *continued*

EXPENDITURES IN ACCORDANCE WITH THE BUDGET AND AS AUTHORIZED BY LAW; APPROVING A COMPREHENSIVE PAY PLAN AND AUTHORIZING THE VILLAGE MANAGER TO MAKE TEMPORARY APPOINTMENTS TO BUDGETED POSITIONS; APPROVING A MASTER FEE SCHEDULE; PROVIDING FOR THE CREATION OF GOVERNMENTAL FUNDS WHEN NECESSARY; PROVIDING FOR THE RECEIPT OF GRANTS OR GIFTS; PROVIDING PROCEDURES FOR BUDGET AMENDMENTS; PROVIDING FOR THE LAPSE OF OUTSTANDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED APPROPRIATIONS FOR THE PRIOR FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik gave a presentation on the budget.

Mayor Bickel opened the public hearing on the ad valorem tax millage rate and budget.

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

Mayor Bickel announced that the rolled back rate is 7.2247 mils, the percentage increase over the rolled back rate is 3.81%, and the millage rate to be levied is 7.5000 mils.

The motion to adopt and enact on second reading Ordinance 2020-07 approving the Ad Valorem Tax Millage Rate passed unanimously.

The motion to adopt and enact on second reading Ordinance 2020-08 approving the Fiscal Year 2020-2021 Annual Budget passed unanimously.

ORDINANCE 2020-05 – COMPREHENSIVE PLAN AMENDMENT

A motion was made by Councilmember Searcy and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2020-05 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE PLAN TO IMPLEMENT THE CITIZEN'S MASTER PLAN AND ADDRESS THE VILLAGE'S COMMERCIAL CORRIDORS; AMENDING THE FUTURE LAND USE ELEMENT AND THE TRANSPORTATION ELEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2020-06 – COMMERCIAL LAND DEVELOPMENT REGULATIONS

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Searcy to adopt and enact on second reading Ordinance 2020-06 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE'S LAND DEVELOPMENT REGULATIONS; AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," TO ALLOW ENCROACHMENTS IN EASEMENTS UNDER SPECIFIED CIRCUMSTANCES, MODIFY THE PROCEDURES APPLICABLE TO APPEARANCE REVIEW AND ADOPT A SITE PLAN AND APPEARANCE REVIEW PROCEDURE;

ORDINANCE 2020-06 – COMMERCIAL LAND DEVELOPMENT REGULATIONS *continued*

AMENDING CHAPTER 17, “LICENSES AND BUSINESS REGULATIONS,” TO ALLOW HOME OCCUPATIONS WITHIN SPECIFIED COMMERCIAL DISTRICTS; AMENDING CHAPTER 19, “OFFENSES AND MISCELLANEOUS PROVISIONS,” TO REFERENCE MIXED USE ZONING WITHIN THE NOISE REGULATIONS; AMENDING CHAPTER 21, “PLANNING AND DEVELOPMENT,” TO PROVIDE PUBLIC NOTICE FOR WAIVERS AND MODIFY PROCEDURAL REQUIREMENTS; AMENDING CHAPTER 27, “TREES AND SHRUBBERY,” TO DELETE ARTICLE III, “LANDSCAPING;” AMENDING APPENDIX A, “APPEARANCE PLAN,” TO RECOGNIZE CHANGES TO DISTRICT REGULATIONS, ENCOURAGE SPECIFIC ARCHITECTURAL STYLES AND MODIFY THE CRITERIA; AMENDING APPENDIX B (CHAPTER 36), “SUBDIVISIONS,” TO REMOVE CONFLICTS WITH NEW ZONING REGULATIONS; AMENDING APPENDIX C (CHAPTER 45), “ZONING,” BY: AMENDING ARTICLE I, “IN GENERAL,” TO MODIFY THE DEFINITIONS AND CONFLICT PROVISIONS; AMENDING ARTICLE II, “GENERALLY,” TO IDENTIFY CHANGES TO THE NAMES OF CERTAIN ZONING DISTRICTS AND THE ELIMINATION OF OTHERS AND MODIFY THE SIMILAR USE AND SPECIAL EXCEPTION PROCEDURES; AMENDING ARTICLE III, “DISTRICT REGULATIONS,” BY AMENDING SECTION 45-31 TO CHANGE THE NAME OF THE C-A COMMERCIAL DISTRICT TO THE C-MU US-1 MIXED USE DISTRICT, MODIFY THE REGULATIONS INCLUDING PERMITTED AND SPECIAL EXCEPTION USES AND APPLY SUCH REGULATIONS TO ALL PROPERTIES CURRENTLY ZONED C-A; DELETING SECTION 45-31.1 TO ELIMINATE THE C-B COMMERCIAL DISTRICT; DELETING SECTION 45-32 TO ELIMINATE THE C-1A LIMITED COMMERCIAL DISTRICT; AMENDING SECTION 45-32.1 TO CHANGE THE NAME OF THE C-C TRANSITIONAL COMMERCIAL DISTRICT TO THE C-T TRANSITIONAL COMMERCIAL DISTRICT, MODIFY THE REGULATIONS INCLUDING PERMITTED USES AND APPLY SUCH REGULATIONS TO ALL PROPERTIES CURRENTLY ZONED C-C; AMENDING SECTION 45-33 TO CHANGE THE NAME OF THE C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-S SHOPPING DISTRICT, MODIFY THE REGULATIONS INCLUDING PERMITTED AND SPECIAL EXCEPTION USES, AND APPLY SUCH REGULATIONS TO ALL PROPERTIES CURRENTLY ZONED C-1; AMENDING SECTION 45-34 TO CHANGE THE NAME OF THE COMMERCIAL DISTRICT TO THE C-G GENERAL COMMERCIAL DISTRICT, MODIFY THE REGULATIONS AND APPLY SUCH REGULATIONS TO ALL PROPERTIES CURRENTLY ZONED COMMERCIAL; AMENDING SECTION 45-35.1 TO MODIFY THE REGULATIONS APPLICABLE TO PLANNED UNIT DEVELOPMENTS; AMENDING SECTION 45-35.2 TO RENAME THE C-OS CONSERVATION AND OPEN SPACE DISTRICT TO THE OS CONSERVATION AND OPEN SPACE DISTRICT; AMENDING SECTION 45-35.3 TO ELIMINATE THE NORTHLAKE BOULEVARD OVERLAY ZONING DISTRICT AND CREATE A NEW C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT AND MODIFY THE REGULATIONS INCLUDING PERMITTED AND SPECIAL EXCEPTION USES; AMENDING SECTION 45-36 TO REVISE THE OFF-STREET PARKING REGULATIONS, THE HEIGHT REGULATIONS AND THE OUTDOOR SEATING REGULATIONS; AMENDING SECTION 45-38 TO MODIFY THE I-1 LIGHT INDUSTRIAL ZONING REGULATIONS RELATING TO OUTDOOR RUNS AND DOG EXERCISE AREAS; RENAMING ARTICLE VI, “AMENDMENTS—FEES; WAITING PERIODS,” TO “REZONINGS; VARIANCES; WAIVERS,” AND MODIFYING THE REGULATIONS APPLICABLE TO REZONINGS AND VARIANCES AND ADOPTING NEW REGULATIONS FOR WAIVERS WITHIN THE C-MU AND C-NB ZONING DISTRICTS; AMENDING ARTICLE VII, “NON-CONFORMING USES OF LAND AND STRUCTURES,” TO ALLOW

ORDINANCE 2020-06 – COMMERCIAL LAND DEVELOPMENT REGULATIONS *continued*

THE EXTENSION AND ENLARGEMENT OF NON-CONFORMING USES AND STRUCTURES UNDER SPECIFIED CIRCUMSTANCES; AND ADOPTING A NEW ARTICLE VIII, “LANDSCAPING,” TO MODIFY AND UPDATE THE CURRENT LANDSCAPING REQUIREMENTS FOR MULTI-FAMILY, MIXED USE, COMMERCIAL AND INDUSTRIAL DEVELOPMENTS; UPDATING CROSS-REFERENCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Community Development Director Jeremy Hubsch stated that the amendments were sent to the state and were unanimously approved. An update made to the code was counting golf cart parking spaces as regular parking spaces.

Mayor Bickel opened the public hearing on the Comprehensive Plan Amendment and the Commercial Land Development Regulations.

Mayor Bickel read into the record a public comment received from Kendra Zellner, 604 Laurel Court. In her comment, Ms. Zellner expressed her concerns that there were no activities or businesses in the Village that were attractive to young adults and asked that Council take into consideration adding more businesses that were conducive to a young adult lifestyle.

The motion to adopt and enact Ordinance 2020-05 approving the Comprehensive Plan Amendment on second reading passed unanimously.

The motion to adopt and enact Ordinance 2020-06 approving the Commercial Land Development Regulations on second reading passed unanimously.

ORDINANCE 2020-09 – GENERAL FUND BUDGET AMENDMENT

A motion was made by President Pro Tem Norris and seconded by Councilmember Searcy to adopt and enact on second reading Ordinance 2020-09 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 THE REAR LOADER SANITATION TRUCK AS CAPITAL OUTLAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained the reason for the amendment which was to properly report the Village’s leased vehicles as capital outlay in the budget

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

Thereafter, the motion to adopt and enact Ordinance 2020-09 on second reading passed unanimously.

PUBLIC HEARING AND MOTION – REASONABLE ACCOMMODATION REQUEST

This item was postponed to the next Council meeting on October 8, 2020.

CONSENT AGENDA

Vice Mayor Mullinix moved to approve the Consent Agenda. Councilmember Aubrey seconded the motion which passed unanimously. The following items were approved:

Resolution – Approving a blanket purchase order with Baker & Taylor, Inc. for purchase of Village Library books in an amount not to exceed \$36,000.

Resolution – Approving a blanket purchase order with Precision Landscape Company of Palm Beach County, Inc. for landscape repair, replacement and additional plantings for rights-of-way, facilities and parks in an amount not to exceed \$50,000.

Resolution – Approving a blanket purchase order with TireSoles of Broward, Inc. d/b/a Elpex Tires for automotive tires and repair/retread services utilized by the Public Works Department in an amount not to exceed \$70,000.

Resolution – Approving a blanket purchase order with Mullinax Ford for automotive parts, repairs and supplies in the amount of \$6,200.

Receive for file Minutes of the Planning Commission meeting held 8/4/20.

Receive for file Minutes of the Recreation Advisory Board meeting held 8/11/20.

Receive for file Minutes of the Library Advisory Board meeting held 8/25/2020.

RESOLUTION 2020-58 – BUDGET AMENDMENT – FY 2020 YEAR-END CIP TRANSFER

A motion was made by President Pro Tem Norris and seconded by Councilmember Searcy to adopt Resolution 2020-58 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND BUDGET FOR FISCAL YEAR 2020 TO TRANSFER \$227,325 FROM THE COUNCIL CONTINGENCY ACCOUNT TO THE CAPITAL PROJECTS RESERVE ACCOUNT TO FUND THE CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained the reason for the amendment which was to replenish available funding for capital projects.

President Pro Tem Norris asked why the entire amount of contingency funds would be transferred.

Mr. Lukasik explained that if all the funds were not transferred into the CIP then those funds would be transferred to reserves at the end of the year.

Thereafter, the motion to adopt Resolution 2020-58 passed unanimously.

RESOLUTION 2020-59 – LED LIGHTING AGREEMENT

A motion was made by Vice Mayor Mullinix and seconded by President Pro Tem Norris to adopt Resolution 2020-59 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN LED LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE

RESOLUTION 2020-59 – LED LIGHTING AGREEMENT *continued*

AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Steven Hallock stated that the agreement with FPL would provide better lighting and service for the Village.

Thereafter, the motion to adopt Resolution 2020-59 passed unanimously.

RESOLUTION 2020-60 – COUNTRY CLUB POOL OPERATIONS AGREEMENT

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Aubrey to adopt Resolution 2020-60 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH NPB AQUATIC GROUP, INC. FOR OPERATION AND MANAGEMENT OF COUNTRY CLUB POOL OPERATIONS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Country Club General Manager Beth Davis explained that the purpose of the agreement was to hire Independent Contractor, Alf Aguirre to operate the Country Club pool. Mr. Aguirre would continue to direct and manage the daily operation of the Country Club's swimming pool. Duties included would be daily pool maintenance, lifeguard training and certification, aquatic programming to include swim team, water aerobics, swim lessons, college teams, scuba, summer camps, events and private rentals.

Discussion ensued between Council, staff and the Village Attorney regarding the duties and responsibilities of the independent contractor and if there were any tax implications.

Thereafter, the motion to adopt Resolution 2020-60 passed unanimously.

RESOLUTION 2020-61 – OPPOSITION TO OFFSHORE DRILLING ACTIVITIES

A motion was made by Councilmember Searcy and seconded by Vice Mayor Mullinix to adopt Resolution 2020-61 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA EXPRESSING OPPOSITION TO OFFSHORE DRILLING ACTIVITIES, INCLUDING SEISMIC AIRGUN BLASTING, AND SUPPORT FOR THE PRESIDENTIAL ORDER EXTENDING THE MORATORIUM ON OFFSHORE DRILLING; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained that the purpose of the resolution was to express Village Council's opposition to offshore drilling activities, including seismic airgun blasting and support for the Presidential Order extending the moratorium on offshore drilling activities.

Thereafter, the motion to adopt Resolution 2020-61 passed unanimously.

RESOLUTION 2020-62 – THIRD AMENDMENT TO PLANNING AND ZONING SERVICES AGREEMENT

A motion was made by Councilmember Searcy and seconded by Vice Mayor Mullinix to adopt Resolution 2020-62 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A THIRD AMENDMENT TO AN AGREEMENT WITH NZ CONSULTANTS, INC. FOR CURRENT AND LONG-RANGE PLANNING AND ZONING SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CONTRACT FOR SERVICES WITH THE CITY OF LAKE WORTH AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE THIRD AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Hubsch explained that since there was still an open position for a Planner in the Community Development Department, there was a need to extend the time frame and increase the compensation on the agreement with NZ Consultants, Inc.

Councilmember Aubrey asked if staff was actively working on getting the open Planner position filled.

Mr. Hubsch stated that a new Principal Planner was just hired a month ago and an advertisement for another Planner was recently made.

Thereafter, the motion to adopt Resolution 2020-62 passed unanimously.

VILLAGE COUNCIL MATTERS/REPORTS

Councilmember Searcy congratulated Country Club General Manager Beth Davis and Head Golf Professional Alan Bowman for winning the 2020 Latitude 36 Florida Course of the Year award.

Councilmember Searcy thanked Village Library and Recreation staff for their efforts with keeping residents safe during Library activities and resuming recreational programs.

Councilmember Searcy asked for Council's and staff's input on what type of guidance to give residents for Halloween.

Mr. Lukasik stated that the CDC published guidelines for Halloween and the information would be shared with the public.

Councilmember Searcy stated that the Village of North Palm Beach was now the location of the second Gold Star Memorial Bridge in Florida.

Mayor Bickel stated that she was disappointed that the Town of Lake Park has beaten the Village of North Palm Beach in the past Read for the Record challenges. She stated that the next challenge would be taking place virtually on October 29th and encouraged Councilmembers to participate.

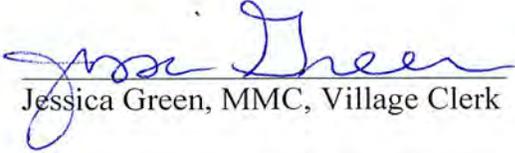
Mayor Bickel stated that out of all of the Councilmembers, she is the one who is exposed to the most children on a weekly basis. Mayor Bickel asked the Council to take that into consideration in their decision on when to return in person for meetings in the Council Chambers.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Lukasik stated that the proposed shades of yellow for the Community Center that were presented at the last meeting were not an accurate rendering of the paint colors that staff was intending. Mr. Lukasik stated that four swatches of yellow paint color were placed on the east side of the Community Center building. Mr. Lukasik asked Council to view the swatches and let him know which paint color they preferred by the end of the week.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:53 p.m.

  
Jessica Green, MMC, Village Clerk

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

---

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: October 8, 2020

SUBJECT: **MOTION/PUBLIC HEARING – Consideration of Reasonable Accommodation Request filed by Reprive, LLC for Community Residences located at 800, 804, and 808 Prosperity Farms Road.**

---

Reprive, LLC (“Applicant”), through its agent James K. Green, Esquire, has filed a request for reasonable accommodation pursuant to section 45-25 of the Village Code of Ordinances to operate community residences at 800, 804, and 808 Prosperity Farms Road within the Village. The Applicant seeks a reasonable accommodation to the Village’s definition of the term family, which limits the number of unrelated person living as a single housekeeping unit sharing common living, sleeping, cooking and/or eating facilities to three (3). The Applicant is seeking approval for four (4) unrelated persons to reside in each two-bedroom community residence.<sup>1</sup>

Section 45-2 of the Village Code defines a community residence as “a facility that provides lodging for more than three (3) unrelated persons occupying the whole or part of a dwelling as a single housekeeping unit sharing common living, sleeping, cooking and/or eating facilities and which may operate on a referral basis from state, county or local social services agencies or self-help programs or be affiliated with a treatment or rehabilitation program.” A community residence is not a permitted use in any residential zoning district and may only be established through the reasonable accommodation process set forth in Section 45-25 of the Village Code.

Persons undergoing substance abuse treatment are disabled and therefore covered by the Federal Fair Housing Amendments Act (FHAA) and the Americans with Disabilities Act. Pursuant to Section 45-25(c) of the Village Code, all applicants for reasonable accommodation must establish each of the following:

- The community residence is located a sufficient distance from any existing community residence so that the proposed community residence neither lessens nor interferes with the normalization and community integration of the residents of existing community residences and does not, taking into account existing community residences, contribute to the creation or intensification of a de facto social service district.

---

<sup>1</sup> The Applicant indicates that one of the bedrooms located within 804 Prosperity Farms Road is utilized by Reprive staff as a home office to monitor and oversee the safety and security of the residents of all of the properties. The other bedroom is occupied by two residents. While the use of this property does not meet the Code definition of “community residence” or violate the definition of the term family, Reprive desires to obtain approval to also use this unit as a community residence should the need arise.

- The community residence operates as the functional equivalent of a family that fosters normalization and community integration of its residents.
- The community residence is a Florida Association of Recovery Residences (FARR) certified recovery residence, meeting all of the requirements set forth in Section 397.487, Florida Statutes, as amended, and is managed by a certified recovery residence administrator.

While a complete analysis of the Applicant's request is set forth in the Staff Report, the Applicant is seeking to establish the first community residences within the Village and is a certified recovery residence in accordance with Section 397.487, Florida Statutes. Additionally, the proposed community residences meet all applicable Minimum Housing Standards and Florida Fire Prevention Code standards, except one. Section 15-27(3) of the Village Code provides that the total of all habitable non-sleeping living and dining floor area in a dwelling unit should be such as to provide at least 150 square feet of floor area for the first occupant thereof and a minimum of 200 square feet of floor area per additional occupant up to five occupants. This would require the Applicant to provide 750 square feet of habitable non-sleeping area per dwelling unit. The Applicant is only able to provide between 555.97 and 619.6 square feet of non-sleeping space for the units that are part of the subject request and therefore requires an exemption from these standards as part of the reasonable accommodation process.

Because the community residences will be providing personal care (as that term is defined by the Village Code), the Applicant shall be required to obtain a business tax receipt and is subject to an annual fire inspection in accordance with Section 45-24 of the Village Code of Ordinances.

**Recommendation:**

**Village Staff recommends that the Village Council approve the request of Reprieve, LLC ("Applicant") for reasonable accommodation to allow for the operation of community residences on the properties located at 800, 804, and 808 Prosperity Farms Road ("Properties") in accordance with Village policies and procedures, subject to each of the following conditions:**

1. The Applicant shall obtain Business Tax Receipt (BTR) for each of the Properties.
2. An inspection by the Village Building Official shall be passed for each of the Properties to ensure compliance with the minimum housing standards in Article III of Chapter 15 of the Village Code of Ordinances (with the exception of the non-sleeping living and dining area requirements) at times mutually agreeable to the Village and the Applicant.
3. The Village shall conduct annual code and fire inspections at the Properties.
4. The Properties must be managed by a certified recovery residence administrator as required by Section 397.487, Florida Statutes, and Section 45-25(c)(2)(c) of the Village Code of Ordinances, and the Properties shall be operated in accordance with any and all applicable certification and licensure requirements and regulations as set forth in Chapter 397, Florida Statutes, and Chapter 65D-30, Florida Administrative Code and as set forth in the Final Order issued by the Village.
5. The Applicant shall provide the Village, upon the Village's request, with all records filed with the Department of Children and Families ("DCF"), the Florida Agency for Health Care Administration ("AHCA") or any other state or federal agency involved with the operation and use of the Properties with any patient-identifying information redacted.
6. The Applicant shall maintain an annual average occupancy count of not more than **thirty-six (36) residents** for the Properties, and the Applicant shall certify to the Village, by affidavit, on a quarterly basis (no later than fifteen days after the end of the quarter) the average number of

residents residing in the Properties during the prior quarter. The Applicant shall allow the Village to inspect the properties to ensure compliance with this provision at times mutually agreeable to the Village and the Applicant.

7. The reasonable accommodation approval is limited to the Applicant and shall not run with the Properties nor be expanded to include any additional properties owned and/or controlled by the Applicant.
8. If the conditions set forth above are not met, the Community Development Director may revoke the reasonable accommodation approval. The Applicant may appeal such revocation to the Code Enforcement Special Magistrate within thirty (30) days upon written notice of revocation.

VILLAGE OF NORTH PALM BEACH  
VILLAGE COUNCIL MEETING  
Meeting Date: September 24, 2020

**Reprive, LLC**  
**Application #: Application 2019-2126**

Reasonable Accommodation Request for Reprive, LLC  
800, 804, 808 Prosperity Farms Road, North Palm Beach, FL 33408

Generally located on the east side of Prosperity Farms Road, North of Dogwood Road, South of Pelican Way. 800, 804 & 808 Prosperity Farms Road are the first 3 properties north of Dogwood Road.

**Location Aerials (Properties are outlined in red)**



800 Prosperity Farms Rd.



804 Prosperity Farms Rd.



808 Prosperity Farms Rd.

## **I. REQUEST AND PROJECT DETAILS**

The subject item is a request by James K. Green, Esquire, on behalf of Reprieve, LLC for reasonable accommodation from the Village's land development regulations pursuant to Section 45-25 of the Village Code for properties located at 800, 804, and 808 Prosperity Farms Road. The applicant is seeking approval of a reasonable accommodation to establish **community residences**, as defined by Section 45-2 of the Village Code, on the subject sites to provide residency for up to four (4) unrelated persons per dwelling unit. The Village Code defines a community residence as "a facility that provides lodging for more than three (3) unrelated persons occupying the whole or part of a dwelling as a single housekeeping unit sharing common living, sleeping, cooking and/or eating facilities and which may operate on a referral basis from state, county or local social services or self-help programs or be affiliated with a treatment or rehabilitation program."

The Federal Fair Housing Amendments Act (FHAA) and the Americans with Disabilities Act (ADA) provide that persons in recovery from alcohol or substance abuse are considered disabled and are therefore entitled to the protections provided by these statutes. The FHAA and ADA require that municipalities allow for reasonable accommodations to all zoning policies, practices or procedures to eliminate discrimination against disabled citizens. The Village of North Palm Beach has established general provisions (Section 45-25) that govern the processing and review of reasonable accommodation applications, which allow for relief from its zoning code requirements. The applicant is requesting the following accommodations:

1. Pursuant to Section 45-2 of the Village Code of Ordinances, "a **community residence** is not a permitted use within any residential zoning district and may only be established through the reasonable accommodation process." The applicant is requesting to allow for a community residence in the R-2 Multiple-Family Dwelling District through the process established Section 45-25 of the Village Code of Ordinances.
2. Section 45-2 of the Village Code of Ordinances, defines a family as no more than three (3) unrelated person in a single housekeeping unit. The applicant is requesting to continue to provide community residences (or recovery residences) at the subject sites with housing for 4 residents per dwelling unit, which is one (1) person more than the maximum currently permitted.

## **II. BACKGROUND OF APPLICANT'S REQUEST**

### **A. Properties Background**

The subject sites, located along the east side of Prosperity Farms Road, were developed with duplex and quadraplex structures in the late 1960s and early 1970s. The properties are zoned R-2 Multiple-Family Dwelling District and range in size from .24 to .30 acres. The subject property control numbers and legal descriptions are located in Attachment A.

## **B. Applicant's Justification**

Per the Applicant's Justification Statement:

*The requested accommodation is necessary to achieve an opportunity for the disabled residents of these residences to live in a setting which is a self-paced recovery option and gives them sufficient time for personal psychological growth while avoiding the use of alcohol and other substances. Absent the sobriety setting, the individual residents of these residences would not be able to live in a supportive environment in a residential area, let alone a single-family residential neighborhood...*

*There will be no licensable treatment activities on site of 800, 804, 808 Prosperity Farms Rd. All the residents of the properties are enrolled in Reprieve's off premises, state licensed treatment program, each of whom are recovering from some form of addiction to substances and/or alcohol and are therefore specifically included within the federal definition of being a "handicapped" individual...*

*Alcoholism and addiction are one of the few known diseases to feed off isolation. While in recovery, addicted persons learn from counselors, therapists, sponsors and fellow members of AA and other support groups, and clinical staff regarding the nature of their disease, as well as probe into and process, as a group, each individual's often painful life issues and experiences that may be contributing factor(s) to his or her substance use disorders. A crucial part of the group support or therapy process is clients' support of one another in many ways. Whether it be painful issues brought out in group therapy or the emotional outcome of a client's possible individual session with a counselor, constant contact with another person in recovery is vital to achieve long term sobriety and avoid relapse, which in many cases is fatal.*

*Because substance use disorders are a disease that centers in the mind, the greater the time an addicted person, especially one just beginning recovery, is alone, the greater the potential for the disease to take hold of the person's thinking and trigger negative thoughts. Being around other people who are struggling to avoid negative thoughts themselves can help interrupt those thoughts before the person spirals into negativity. The recognized therapeutic intervention for this situation is for clients in treatment to live in a larger therapeutic community with other persons seeking recovery, both in the larger group housing setting and in the relative privacy of one's sleeping space. The latter objective is why the Oxford House model generally recommends two or more, persons in recovery per bedroom, especially during the early stages of recovery.*

*(ATTACHMENT C – To view the applicant's entire Justification Statement)*

## **III. SEC. 45-25 REASONABLE ACCOMMODATION ANALYSIS**

Applications for a community residence are required to be reviewed and processed as consistent with Section 45-25 of the Village Code of Ordinances. All applications must demonstrate compliance with the following requirements:

1. The community residence is located a sufficient distance from any existing community residence so that the proposed community residence neither lessens nor interferes with the normalization and community integration of the residents of existing community residences and does not, taking into account existing community residences, contribute to the creation or intensification of a de facto social service district.

**Staff Analysis:** As the subject application is the first reasonable accommodation application for a community residence processed by the Village, the application is consistent with this requirement. There are no other approved community residences in the Village at this time. Based on concerns that forty-eight (48) residents residing within three four-unit properties could be considered “a de facto social service district,” Staff is proposing a condition limiting the annual average occupancy count to thirty-six (36) residents, certified by the applicant on a quarterly basis. Additionally, staff believes that any additional community residences in proximity to the subject sites would lead to the creation of a de facto social service district.

2. The community residence operates as the functional equivalent of a family that fosters normalization and community integration of its residents.

**Staff Analysis:** According to the applicant’s justification statement, the requested accommodation for each of the subject sites is necessary to provide residents the opportunity to live in housing integrated into the balance of the Village, rather than isolated into an institutionally zoned environment.

The applicant has obtained Florida Association of Recovery Residences (FARR) certification for compliance with the requirement under Section 397.487, Florida Statutes. FARR certification “is the objective standard adopted by the State of Florida which confirms such ‘social model’ housing is occurring at the properties.”

3. The community residence is a Florida Association of Recovery Residences (FARR) certified recovery residence, meeting all of the requirements set forth in Section 397.487, Florida Statutes, as amended, and is managed by a certified recovery residence administrator.

**Staff Analysis:** Reprieve, LLC was certified by FARR in January 2020 for compliance with the criteria outlined in the Florida Statutes for community residences (§397.487, Florida Statutes). Staff is proposing a condition that the subject sites be managed by a certified recovery residence administrator.

#### **IV. MINIMUM HOUSING STANDARDS ANALYSIS**

The subject application has been reviewed for consistency with the minimum housing standards outlined within Article III of Chapter 15 of the Village Code of Ordinances. The minimum housing standards were adopted by Ordinance 2017-24 on December 14, 2017. The provisions within this section are based on standards promulgated by the International Code Council and those adopted by other local governments.

The subject sites have been analyzed below as part of the reasonable accommodation review process to ensure that the subject units can provide the minimum required space, light, sanitary facilities, and ventilation for four (4) persons. The subject site is able to meet all of the minimum housing standards, except 15-27(3). Section 15-27(3) requires that 150 square feet of habitable non-sleeping living and dining area be provided for the first occupant, and an additional 200 square

feet per additional occupant. The subject units are all proposed to provide residency for four residents and therefore require 750 square feet of non-sleeping living and dining area. The subject units range from 555.97 to 619.6 square feet of non-sleeping living and dining area. The Village adopted the current requirement for habitable non-sleeping living and dining areas in 2017, which far exceeds the requirements of other standard property codes. Under the prior version of the Village Code, each unit would have exceeded the non-sleeping living and dining area requirement. Nonetheless, the Village Council will have to grant an exemption from Section 15-27(3) of the Village Code to approve this reasonable accommodation request.

The full analysis of each unit is located in Attachment B: Housing Standards Analysis. However, the subject sites are also required to comply with all maintenance related items of the housing code on an on-going basis, which includes light, fire protection, kitchen and bathroom facilities and water supply. The subject sites will also be required to comply with all applicable Village codes. The Village of North Palm Beach will conduct an annual code enforcement and fire inspection of these facilities.

#### **V. GROUP LIVING FACILITY REQUIREMENTS**

Pursuant to Section 45-24 of the Village Code, all community residences providing personal care are required to obtain a business tax receipt (BTR) from the Village and are subject to an annual fire safety inspection. Personal care “includes, but is not limited to, daily awareness of the resident’s functioning and whereabouts, making and reminding a resident of appointments or providing transportation, the ability and readiness for intervention in the event of a resident experiencing a crisis, and/or supervision in the areas of nutrition and medication.” The applicant has been notified of the requirements has concurrently applied for BTR and has completed the required fire safety inspection.

Below are the dates and results of fire inspections that were conducted for the subject properties:

- An annual fire inspection was performed on November 21, 2019. All violations were resolved on January 10, 2020 during an annual BTR inspection

#### **VI. CONCLUSION:**

The applicant is requesting reasonable accommodation approval to use each property as a community residence and is seeking to provide residency for four (4) unrelated persons per dwelling. These persons are undergoing substance abuse treatment and are therefore recognized as disabled pursuant to the FHAA and the ADA. The applicant is certified and licensed by Florida Association of Recovery Residences (FARR). Additionally, the subject sites are generally consistent with the minimum housing code requirements to accommodate four (4) persons per dwelling unit, with the exception of Section 15-27 (3). As such, Staff recommends approval of the proposed application to allow a community residence on the subject sites and to allow for up to 4 unrelated persons per each two (2) bedroom dwelling unit subject to each of the following conditions:

1. The Applicant shall obtain Business Tax Receipt (BTR) for each of the Properties.
2. An inspection by the Village Building Official shall be passed for each of the Properties to ensure compliance with the minimum housing standards in Article III of Chapter 15 of the Village Code of Ordinances (with the exception of the non-sleeping living and dining area requirements) at times mutually agreeable to the Village and the Applicant.
3. The Village shall conduct annual code and fire inspections at the Properties.
4. The Properties must be managed by a certified recovery residence administrator as required by Section 397.487, Florida Statutes, and Section 45-25(c)(2)(c) of the Village Code of

Ordinances, and the Properties shall be operated in accordance with any and all applicable certification and licensure requirements and regulations as set forth in Chapter 397, Florida Statutes, and Chapter 65D-30, Florida Administrative Code and as set forth in the Final Order issued by the Village.

5. The Applicant shall provide the Village, upon the Village's request, with all records filed with the Department of Children and Families ("DCF"), the Florida Agency for Health Care Administration ("AHCA") or any other state or federal agency involved with the operation and use of the Properties with any patient-identifying information redacted.
6. The Applicant shall maintain an annual average occupancy count of not more than thirty-six (36) residents for the Properties, and the Applicant shall certify to the Village, by affidavit, on a quarterly basis (no later than fifteen days after the end of the quarter) the average number of residents residing in the Properties during the prior quarter. The Applicant shall allow the Village to inspect the Properties to ensure compliance with this provision at times mutually agreeable to the Village and the Applicant.
7. The reasonable accommodation approval is limited to the Applicant and shall not run with the Properties nor be expanded to include any additional properties owned and/or controlled by the Applicant.
8. If the conditions set forth above are not met, the Community Development Director may revoke the reasonable accommodation approval. The Applicant may appeal such revocation to the Code Enforcement Special Magistrate within thirty (30) days upon written notice of revocation.

**IV. Attachments**

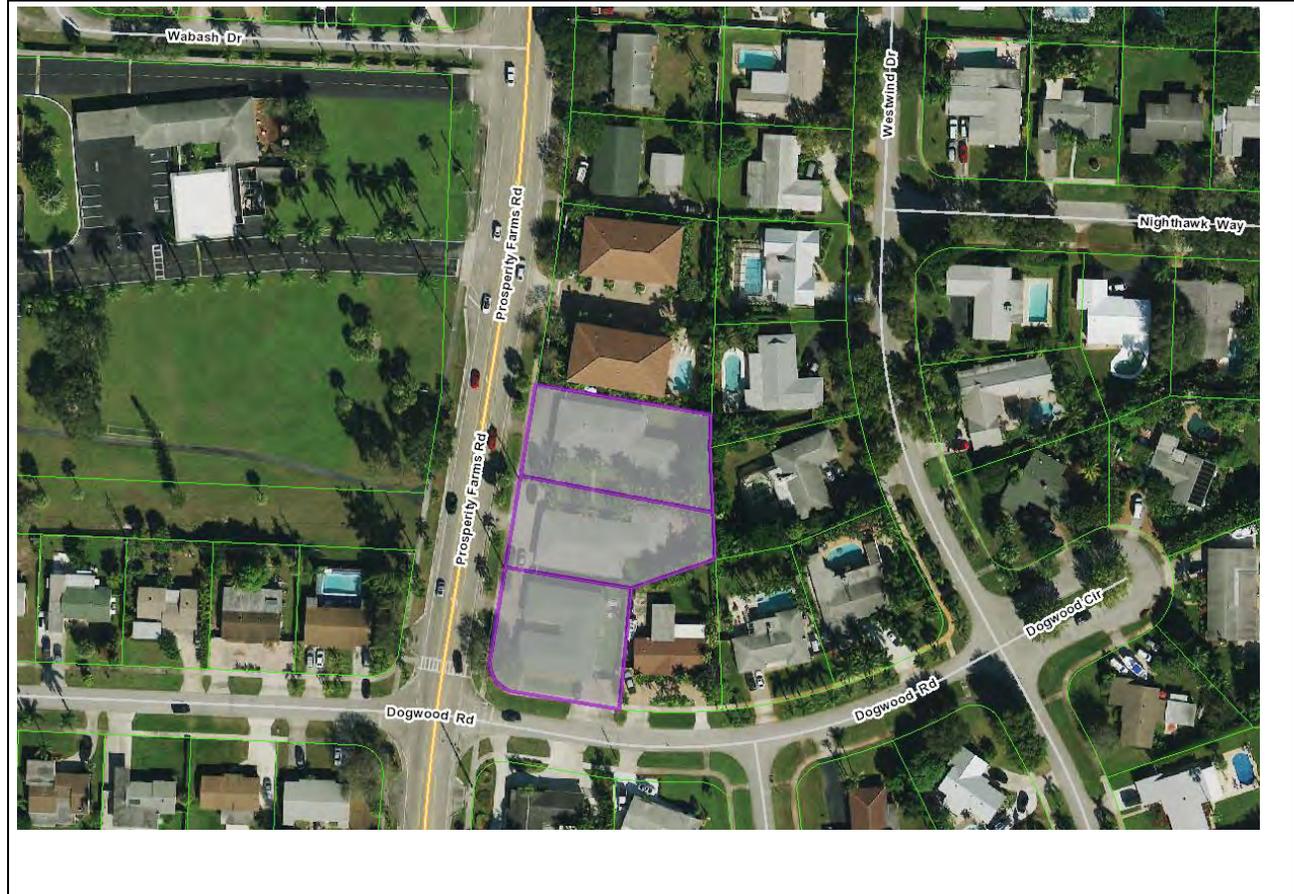
ATTACHMENT A: Location Map & Legal Descriptions

ATTACHMENT B: Housing Standards Analysis

ATTACHMENT C: Applicant's Certification & Supporting Documentation

**ATTACHMENT A: Location Map & Legal Descriptions**

<b>Application No:</b>	<b>Reprieve, LLC (2019-2126)</b>
<b>Location:</b>	800, 804, & 808 Prosperity Farms Road North Palm Beach, FL 33408
<b>Acres:</b>	<b>800:</b> 0.27 acres, <b>804:</b> 0.29 acres, <b>808:</b> 0.30 acres



**PCN 800:**

- Unit 1: 68-43-42-17-40-000-0010
- Unit 2: 68-43-42-17-40-000-0020
- Unit 3: 68-43-42-17-40-000-0030
- Unit 4: 68-43-42-17-40-000-0040

**LEGAL DESCRIPTION 800:**

- Unit 1: PROSPERITY FARMS VILLAS CONDOMINIUM UNIT 1
- Unit 2: PROSPERITY FARMS VILLAS CONDOMINIUM UNIT 2
- Unit 3: PROSPERITY FARMS VILLAS CONDOMINIUM UNIT 3
- Unit 4: PROSPERITY FARMS VILLAS CONDOMINIUM UNIT 4

**PCN 804:**

68-43-42-08-02-050-0220

**LEGAL DESCRIPTION 804:**

VILLAGE OF NORTH PALM BCH PL 6LT 22 BLK 50

**PCN 808:**

68-43-42-08-02-050-0210

**LEGAL DESCRIPTION 808:**

VILLAGE OF NORTH PALM BCH PL 6LT 21 BLK 50

**ATTACHMENT B: HOUSING STANDARDS ANALYSIS**

**MINIMUM HOUSING STANDARDS ANALYSIS**

The subject application has been reviewed for consistency with the Village’s minimum housing standards, which are located in Article III of Chapter 15 (Housing) of the Village Code of Ordinances. The subject sites have been analyzed below as part of the reasonable accommodation review process to ensure that the subject units can provide the minimum required space, light and ventilation for four (4) persons.

**A. Section 15-23 (b) Windows** This section requires every habitable room shall have at least one window or skylight facing directly to the outside or other means of lighting which is approved as adequate by the inspector. The minimum total window area for every habitable room shall be 10% of the total floor area of such room.

**Staff Analysis:** The Applicant is able to meet this requirement

- All Bedrooms have at least 1 window
- All Bedroom windows are 73”x37” (18.73 Sq. Ft.)

<b>Address/Unit</b>	<b>Bedroom #1 Square Footage</b>	<b>BR #1: Window SF Required/ Provided</b>	<b>Bedroom #2 Square Footage</b>	<b>BR # 2: Window SF Required/ Provided</b>	<b>Required Min. 10%?</b>
800 / Unit 1	149.89	14.98 sf / 18.73 sf	137.22	13.72 sf / 18.73 sf	Yes
800 / Unit 2	151.03	15.10 sf / 18.73 sf	139.37	13.93 sf / 18.73 sf	Yes
800 / Unit 3	151.03	15.10 sf / 18.73 sf	139.37	13.93 sf / 18.73 sf	Yes
800 / Unit 4	151.03	15.10 sf / 18.73 sf	137.22	13.72 sf / 37.46 sf	Yes
804 / Unit 1	156.69	15.66 sf / 18.73 sf	184.34	18.43 sf / 37.46 sf	Yes
804 / Unit 2	184.34	18.43 sf / 18.73 sf	156.69	15.66 sf / 18.73 sf	Yes
804 / Unit 3	184.34	18.43 sf / 37.46 sf	156.69	15.66 sf / 18.73 sf	Yes
804 / Unit 4	184.34	18.43 sf / 37.46 sf	156.69	15.66 sf / 18.73 sf	Yes

Address/Unit	Bedroom #1 Square Footage	BR #1: Window SF Required/ Provided	Bedroom #2 Square Footage	BR # 2: Window SF Required/ Provided	Required Min. 10%?
808 / Unit 1	184.34	18.34 sf/ 37.46 sf	156.69	15.66 sf/ 18.73 sf	Yes
808 / Unit 2	184.34	18.34 sf/ 37.46 sf	156.69	15.66 sf/ 18.73 sf	Yes
808 / Unit 3	156.69	15.66 sf/ 18.73 sf	184.34	18.43 sf/ 18.73 sf	Yes
808 / Unit 4	184.34	18.43 sf/ 18.73 sf	156.69	15.66 sf/ 37.46 sf	Yes

### **B. Minimum Standards for Basic Equipment & Facilities**

Every dwelling unit shall contain:

- (1) Two electric outlets per habitable room and one electric outlet for each additional room.
  - a. This will be verified by an on-site inspection by the Village Building Official.
- (2) Sufficient lighting in every bathroom
  - a. This will be verified by an on-site inspection by the Village Building Official.
- (3) Sufficient ventilation for every room.
  - a. This will be verified by an on-site inspection by the Village Building Official.
- (4) A kitchen sink in good working condition
  - a. All floor plans show sinks in the kitchens of every unit. The Village Building Official will ensure that the kitchen sink is in good working order during an on-site inspection.
- (5) A bathroom equipped with toilet and sink
  - a. All floor plans show bathrooms with a toilet and sink. The Village Building Official will ensure that the toilet and sink are in good working order during an on-site inspection.
- (6) A bathroom with a bathtub or shower
  - a. Every unit has at least one bathroom with a bathtub or shower. The Village Building Official will ensure that these are in good working order during an on-site inspection.
- (7) Availability of hot & cold water
  - a. This will be verified by an on-site inspection by the Village Building Official.
- (8) All cooking and heating equipment and facilities shall be installed in accordance with the requirements of the Florida Building Code and shall be maintained in a safe and good working condition.
  - a. This will be verified by an on-site inspection by the Village Building Official.

**C. Section 15-27 Space Requirements**

The number of persons occupying any dwelling unit shall be limited by the following regulations:

1. Size of sleeping rooms. Every sleeping room shall have at least 70 square feet of floor area for the first occupant and 50 square feet of floor area per additional occupant.

**Staff Analysis:** Two residents per bedroom require a minimum of 120 square feet of floor area. All of the bedrooms in all of the units exceed 120 square feet.

2. Maximum number of occupants.

**Staff Analysis:** Reprieve is proposing four occupants, which is under the maximum for the size of the subject 2-bedroom dwelling units.

3. **Size of dwelling unit.** The total habitable space of non-sleeping living and dining area in a dwelling unit should be such as to provide at least 150 square feet of floor area for the first occupant thereof; a minimum of 200 square feet of floor area per additional occupant.

**Staff Analysis:** For four residents, the minimum non-sleeping living and dining area is 750 sf. None of the units on the three subject site sites are consistent with this standard.

Address/Unit	Total Square Footage	BR #1 Square Feet	BR #2 Square Feet	Living Area SF Required/ Provided	Meets Min? Yes/No
800 / Unit 1	884	149.89	137.22	750 sf/ 596.89 sf	No
800 / Unit 2	910	151.03	139.37	750 sf/ 619.6 sf	No
800 / Unit 3	910	151.03	139.37	750 sf/ 619.6 sf	No
800 / Unit 4	884	151.03	137.22	750 sf/ 595.75 sf	No
804 / Unit 1	897	156.69	184.34	750 sf/ 555.97 sf	No
804 / Unit 2	897	184.34	156.69	750 sf/ 555.97 sf	No
804 / Unit 3	897	184.34	156.69	750 sf/ 555.97 sf	No
804 / Unit 4	912	184.34	156.69	750 sf/ 570.97 sf	No
808 / Unit 1	912	184.34	156.69	750 sf/ 570.97 sf	No
808 / Unit 2	897	184.34	156.69	750 sf/ 555.97 sf	No
808 / Unit 3	897	156.69	184.34	750 sf/ 555.97 sf	No
808 / Unit 4	897	184.34	156.69	750 sf/ 555.97 sf	No

**Attachment C: Applicant's Certification & Supporting Documentation**

---



THE VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
420 U.S. HIGHWAY 1 • SUITE 21 • NORTH PALM BEACH, FLORIDA 33408  
PHONE 561.841.3365 • FAX 561.841.8242 • WWW.VILLAGE-NPB.ORG

### REASONABLE ACCOMMODATION REQUEST FORM

1. **Applicant Information:**

Name: Reprive LLC  
Address: 321 Northlake Blvd suite 105, North Palm beach 33408  
Phone Number: 77-736-2695  
Email Address: Christopher@repriveLLC.com

2. **Applicant Representative's / Agent Information (if applicable):**

Name: James K. Green, Esq.  
Address: 222 Lakewood Ave West Palm Beach 33401  
Phone Number: 561-659-2029  
Email Address: Jkg@jameskgreenlaw.com

3. **Address of Property & PCN at which a reasonable accommodation is requested:**

800, 804, 808 Prosperity Farms Rd,

4. **Is the Applicant the owner of the Property?** \_\_\_\_\_ Yes  No

If no, please provide the name and contact information of the owner of the Property:

Name: Prosperity Realty Holdings, LLC  
Address: 731 U.S 1 Tequesta, FL 33469  
Phone Number: 561-529-8011  
Email Address: Paul@Lumierehealingcenters.com

Note: Attach an Affidavit of Consent from the Property Owner, if Owner is different than the Applicant.

7. Please provide the following additional information if you are requesting an accommodation in order to house more than two (2) unrelated persons in a single-family dwelling:

Number of persons who will live in the dwelling: 4  
Number of staff who will serve the dwelling: 2  
Anticipated number of vehicles used by residents or staff: \_\_\_\_\_  
Number of off-street parking spaces available: \_\_\_\_\_  
Number of bathrooms in the dwelling: See exhibit "B"  
Square footage of the dwelling: \_\_\_\_\_  
Number of bedrooms in the dwelling: 2

For each bedroom, please state the square footage of the room, the number of windows and the size of each window:

Bedroom 1: see exhibit "B"  
Bedroom 2: \_\_\_\_\_  
Bedroom 3: \_\_\_\_\_  
Bedroom 4: \_\_\_\_\_  
Bedroom 5: \_\_\_\_\_

Is the number of residents necessary in order for the dwelling to be financially viable? If so, please explain why:

See exhibit "A"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the number of residents necessary in order for the dwelling to be therapeutically beneficial? If so, please explain why:

See exhibit "A"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I HEREBY SWEAR OR AFFIRM UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND ACCURATE.

Signature of Applicant or Applicant's Representative:

Date: 10/03/19

Ch. R. Cook

Print Name: Christopher Cook

# EXHIBIT A

This request is submitted pursuant to the federal Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601-3631 (“FHAA”) and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et. seq.* (“ADA”), seeking to accommodate the Applicant by approving the use of each Property as identified herein as a “Recovery residence” as that term is defined by Section 397.311(37), Florida Statutes.<sup>1</sup> More specifically, Reprieve, LLC seeks a reasonable accommodation from the Village's definition of “Family” found within Section 45-2 of its Zoning Code in order to provide housing to four (4) unrelated persons per dwelling, each in recovery from the federally recognized disability of Substance Use Disorder. In addition, Reprieve seeks a reasonable accommodation from Ordinance 2017-22 itself, which prohibits the establishment of a “Community residence” within any residential zoning district.<sup>2</sup>

The dwellings located at 800, 804 and 808 Prosperity Farms Road are each quadplex units, meaning each structure has four (4) dwelling units per structure. Each of the quadplex dwelling units has two (2) bedrooms, in each. Reprieve requests to continue to provide a recovery residence (i.e., a “community residence”) at each Property, providing housing for four (4) residents per dwelling unit [2 per bedroom], which is one (1) more resident than the three (3) unrelated residents that the Zoning Code currently allows.<sup>3</sup>

Reprieve desires to be able to continue to provide housing for four (4) unrelated persons per dwelling unit, two (2) per bedroom.

---

<sup>1</sup> “Recovery residence” is defined as: “[A] residential dwelling unit, or other form of group housing, that is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment.”

<sup>2</sup> As defined and further clarified by the legislative intent set forth in the “Whereas” recital clauses of the Ordinance, it appears that a “Community residence” is intended to encompass a “Recovery residence” as well as any form of housing which is affiliated with a treatment program. A community residence is now a prohibited use within any residential zoning district unless approved by the Village Council through the Reasonable Accommodation process.

<sup>3</sup> Within the 804 Prosperity Farms Road structure, one of the bedrooms within one of the units is utilized by Reprieve staff as a home office to monitor and oversee the security and safety of the residents of all of the Properties, 24 hours a day, 7 days a week. The other bedroom within that unit is occupied by two (2) residents in Reprieve's program. While the use of this unit does not technically meet **the** definition of a “community residence” under Section 45-2 or violate the definition of “Family,” Reprieve desires to obtain approval to use this unit also as a community residence should the need arise.

The requested accommodation is necessary to achieve an opportunity for the disabled residents of these residences to live in a setting which is a self-paced recovery option and gives them sufficient time for personal psychological growth while avoiding the use of alcohol and other substances. Absent the sobriety setting, the individual residents of these residences would not be able to live in a supportive environment in a residential area, let alone a single-family residential neighborhood.

There will be no licensable treatment activities on site of 800, 804, 808 Prosperity Farms Rd. All the residents of the properties are enrolled in Reprieve's off premises, state licensed treatment program, each of whom are recovering from some form of addiction to substances and/or alcohol and are therefore specifically included within the federal definition of being a "handicapped" individual.

Recovering substance abusers meet the ADA's definition of "disabled." *MX Group, Inc. v. City of Covington*, 106 F. Supp. 2d 914 (E.D. Ky. 2000), *aff'd*, 293 F.3d 326 (6th Cir. 2002); *Reg'l Econ. Cmty. Action Program, Inc. v. City of Middletown*, 294 F.3d 35, 46 (2d Cir. 2002) ("Alcoholism, like drug addiction, is an 'impairment' under the definitions of a disability set forth in the FHA, the ADA, and the Rehabilitation Act."); *Innovative Health v. White Plains*, 117 F.3d at 48 (same); *Jeffrey O. v. City of Boca Raton*, 511 F. Supp. 2d 1339, 1346-47 (S.D. Fla. 2007) (group home residents who were recovering alcoholics or drug addicts held to be disabled under the Fair Housing Act).<sup>2</sup> See also *City of Edmonds v. Washington State Building Code Council*, 514 U.S. 725 (1995); H.R.Rep. No. 101-485(II), at 51 (1990), reprinted in 1990 U.S.C.C.A.N. 303, 333 (noting that "physical or mental impairment" includes "drug addiction and alcoholism") (internal punctuation omitted).

Treatment and residential providers such as Reprieve have standing to raise the ADA and FHA rights both of themselves and their patients. *MX Group, Inc. v. City of Covington*, 293 F.3d at 333; *Oak Ridge Care Ctr. Inc. v. Racine County*,

---

<sup>4</sup> *Jeffrey O.* was decided under the Fair Housing Amendments Act of 1988 (FHAA), 42 U.S.C. 3600, *et seq.* In the zoning context, the ADA and FHAA are generally interpreted the same. *Tsombanidis v. W. Haven Fire Dep't*, 352 F.3d 565, 573 (2d Cir. 2003); *Forest City Daly Hous., Inc. v. Town of N. Hempstead*, 175 F.3d 144, 151 (2d Cir. 1999) (court's analysis of the FHA claims also applies to plaintiffs' ADA claims).

896 F. Supp. 867, 872 (E.D. Wis.1995); *Discovery House, Inc. v. Consol. City of Indianapolis*, 43 F. Supp. 2d 997 (N.D. Ind. 1999) (drug rehabilitation center had standing to bring ADA claims for its disabled patients, where it was denied a permit), *overruled on other grounds*, 219 F.3d 277 (7th Cir. 2003); *Andrews v. State of Ohio*, 104 F.3d 803, 807 (6th Cir. 1997); *Bay Area Addiction Research*, 179 F.3d at 731; *Innovative Health*, 117 F.3d at 44-46; *Addiction Specialists, Inc. v. Township of Hampton*, 411 F.3d 399, 407 (3d Cir. 2005) (methadone clinic had standing to assert its own harm and that of its disabled patients). This is because the enforcement provision of the ADA broadly refers to “any person,” not solely to disabled individuals. See *Helen L. v. DiDario*, 46 F.3d 325, 331 (3d Cir. 1995) (characterizing overall language in Title II of the ADA as “broad”).

Alcoholism and addiction are one of the few known diseases to feed off isolation. While in recovery, addicted persons learn from counselors, therapists, sponsors and fellow members of AA and other support groups, and clinical staff regarding the nature of their disease, as well as probe into and process, as a group, each individual’s often painful life issues and experiences that may be contributing factor(s) to his or her substance use disorders. A crucial part of the group support or therapy process is clients’ support of one another in many ways. Whether it be painful issues brought out in group therapy or the emotional outcome of a client’s possible individual session with a counselor, constant contact with another person in recovery is vital to achieve long term sobriety and avoid relapse, which in many cases is fatal.

Because substance use disorders are a disease that centers in the mind, the greater the time an addicted person, especially one just beginning recovery, is alone, the greater the potential for the disease to take hold of the person’s thinking and trigger negative thoughts. Being around other people who are struggling to avoid negative thoughts themselves can help interrupt those thoughts before the person spirals into negativity. The recognized therapeutic intervention for this situation is for clients in treatment to live in a larger therapeutic community with other persons seeking recovery, both in the larger group housing setting and in the relative privacy of one’s sleeping space. The latter objective is why the Oxford House model generally recommends two or more persons in recovery per bedroom, especially during the early stages of recovery.<sup>4</sup>

---

<sup>4</sup> “There are three reasons Oxford House™ encourages more than one to a room. First, newcomers maintain recovery better with a roommate. Loneliness continues to be a threat to sobriety and loneliness can be a problem for the newcomer adjusting to a new place to live. Second, the number of people living in a House directly affects the economics of an Oxford House™. The more people who live in a House the less each member has to pay for the House to

Clients at the home spend the majority of their day at work or in a large group therapy environment at a separate location. As they (the group) learn from the clinical staff that facilitates each group, they are not only learning together but also learning from one another. As topics are discussed, each group member shares feelings and experiences with the larger group. This sharing of feelings and emotions is not only a catalyst, but also the binding agent, for a bond of caring and trust with one another, similar to the bond that some war veterans or catastrophe survivors experience. A bond of trust and support is attainable where each client understands that the other group members have been through the same experiences and feel the same feelings and emotions. This type of group bonding and camaraderie provides clients with a tremendous amount of support for one another. Though no therapy is provided in this home, a client's emotional processes and/or possible emotional fallout do not stop upon leaving the counseling center and returning to community housing. Frequently it is quite the opposite. Often it is the case that upon leaving the clinical setting for the more "home like" and relaxed setting of community housing, a person may begin to re-process the events of the day, at which point it is vital to have other group members on hand for support in a positive recovery-oriented direction. One of the greatest dangers to this recovery process is where there are too few people, especially people new to recovery, living together in a supportive environment. If only seven or eight people are living together in a recovery housing setting, and perhaps due to the topic of the day in the group therapy process, the majority – say, for example, four people - are emotionally distraught and vulnerable, the minority of two is not sufficient to provide positive support to the majority in need. This residential home was designed around this therapeutic modality of treatment, and it is clinically necessary for our clients (the group) to live together as a sizable family of roommates to provide maximum group support, to ensure maximized recovery and the best possible therapeutic atmosphere. The long-standing phrase in recovery programs around the world is: "We can do together what I cannot do alone," and our treatment program is a reflection of this fact.

Residency in this home will provide a useful and often essential public service by providing a safe and sober living environment, so that the residents can be reintegrated into society and the workforce as productive useful members. This medically-recognized healing system is not only supported by the Florida

---

be self-supporting. Third, roommates discourage having non-house members spending the night at an Oxford House™." Oxford House Manual ©, p.7.

Legislature, but actually serves as the stated basis for the creation of the “Hal S. Marchman Alcohol and Other Drug Services Act,” which provides, in part:

[Section] 397.305, [Fla. Stat.] Legislative findings, intent, and purpose.-

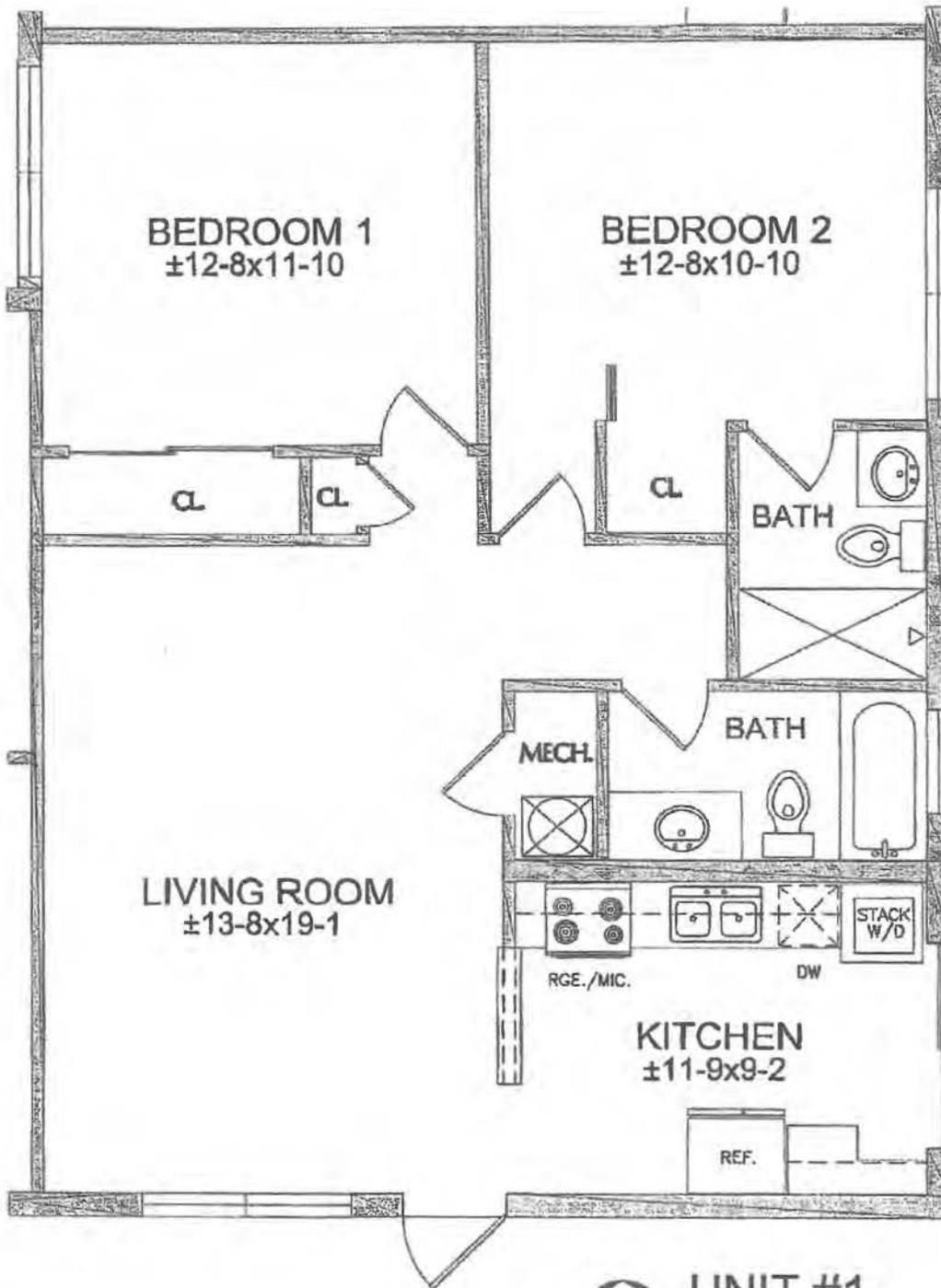
(1) Substance abuse is a major health problem that affects multiple service systems . . . Substance abuse impairment is a disease which affects the whole family and the whole society and requires a system of care that includes prevention, intervention, clinical treatment, and recovery support services that support and strengthen the family unit. Further, it is the intent of the Legislature to require the collaboration of state agencies, service systems, and program offices to achieve the goals of this chapter and address the needs of the public; to establish a comprehensive system of care for substance abuse; and to reduce duplicative requirements across state agencies.

Reprieve’s off site clinical program is located at 321 Northlake Blvd, Suite 105 North Palm Beach. The Residential properties on Prosperity Farms Rd are used only for room and board of the clients. A copy of Reprieve’s clinical licensure is attached as Exhibit C.

All properties are in the process to be certified by the Florida Association of Recovery Residences (“FARR”), and supervised by one or more provisionally Certified Recovery Residence Administrators (“CRRA”), consistent with state law. A letter from Whitney Lehman, FARR’s Certification and Compliance Administrator, is attached as Exhibit D.

Attached, Exhibit F, is Reprieve’s fire inspection approval from the North Palm Beach Fire Rescue.

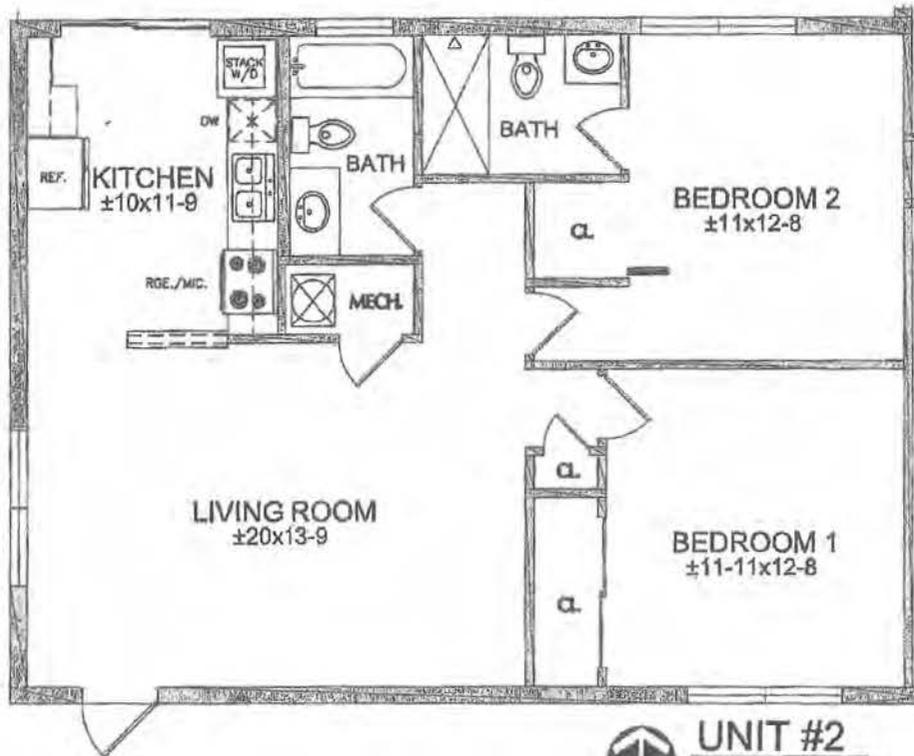
EXHIBIT B



**UNIT #1**

SCALE: 1/4" = 1'-0"

884 SF 2 PARKING SPACES
Existing Tenant Space - UNIT 1 800 Prosperity Farms Road North Palm Beach, Florida
<small>DRAWN BY CHECKED DATE: MAY 26, 2017 SCALE: AS NOTED FILE: SCS/00000...</small>
1 of 1



**UNIT #2**  
N.T.S.

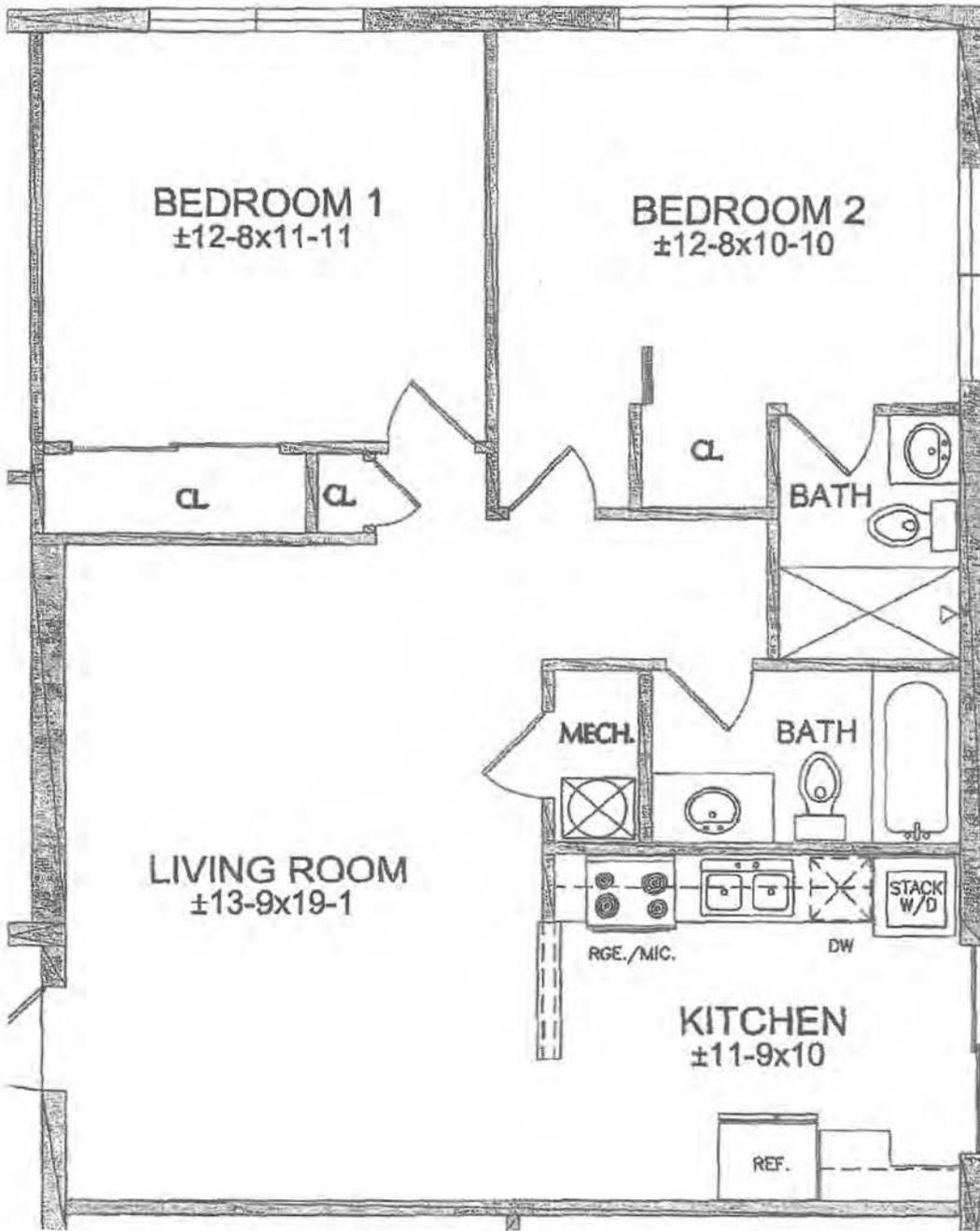
1 of 1	<b>Existing Tenant Space - UNIT 2</b> 800 Prosperity Farms Road North Palm Beach, Florida	910 SF 2 PARKING SPACES
--------	---	----------------------------



**UNIT #3**

N.T.S.

1 of 1	<p><b>Existing Tenant Space - UNIT 3</b>        800 Prosperity Farms Road        North Palm Beach, Florida</p>	<p>910 SF        2 PARKING SPACES</p>
--------	--	---



884 SF  
2 PARKING SPACES

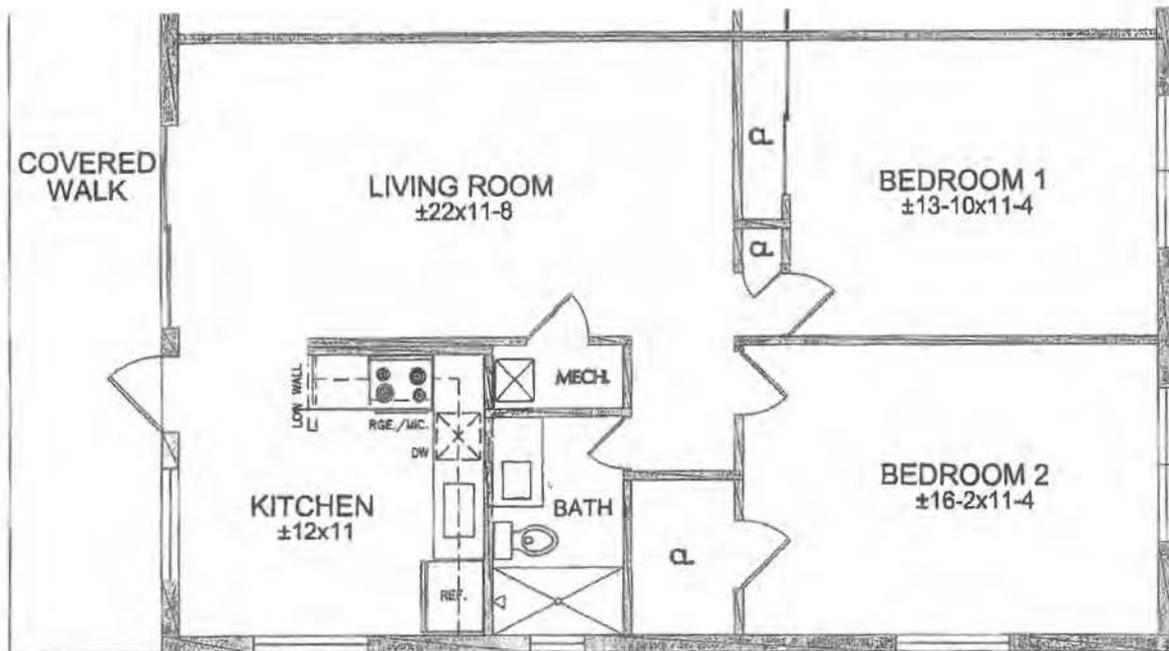
Existing Tenant Space - UNIT 4  
800 Prosperity Farms Road  
North Palm Beach, Florida



**UNIT #4**

SCALE: 1/4" = 1'-0"

DATE: MAY 25, 2017  
SCALE: AS NOTED  
FILE NO: 2017-05-25



GRAPHIC SCALE



**FLOOR PLAN**

N.T.S.

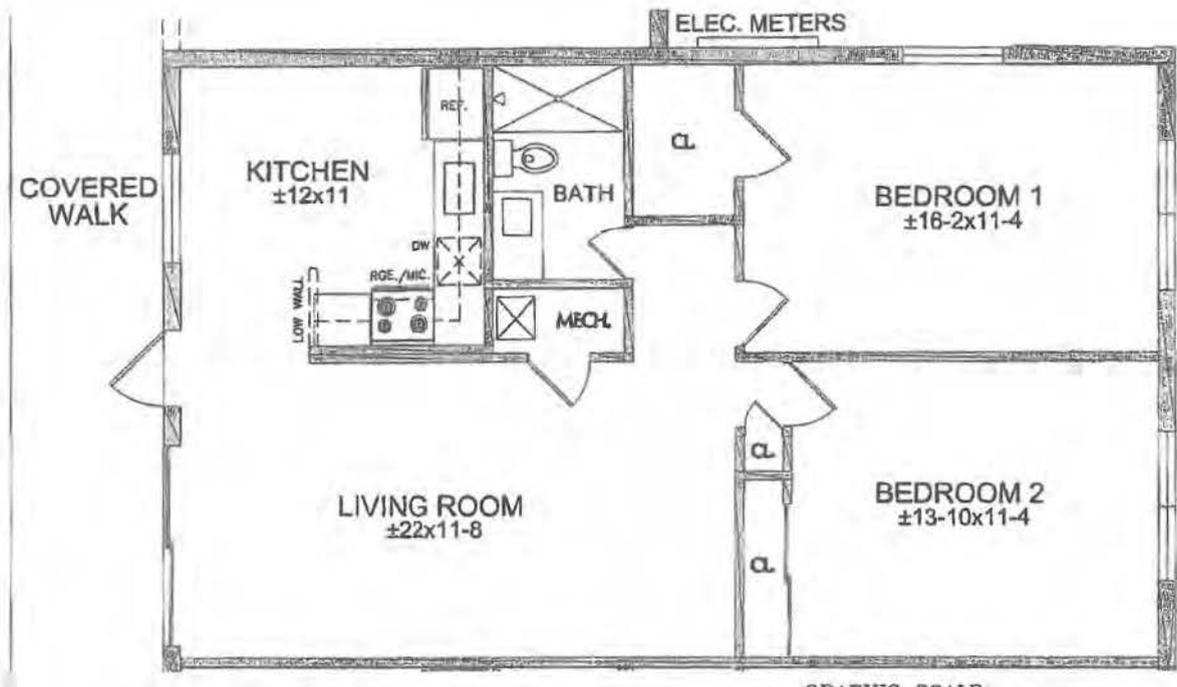


( IN FEET )  
1 inch = 4 ft.

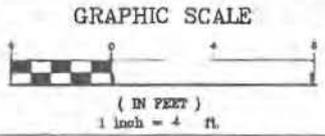
1 of 1

**Existing Tenant Space**  
804 Prosperity Farms Road - Unit No. 5.  
North Palm Beach, Florida

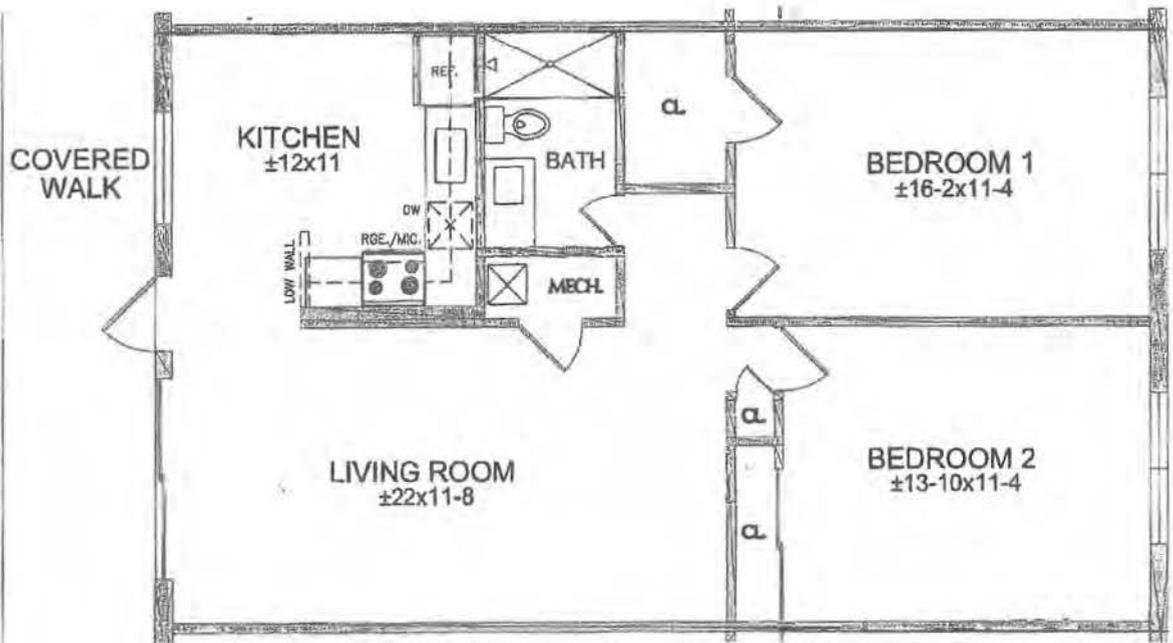
897 SF  
6 SPACES FOR 4 UNITS



**FLOOR PLAN**  
N.T.S.



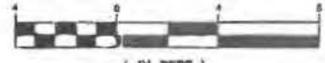
1 of 1	<p><b>Existing Tenant Space</b>                  804 Prosperity Farms Road - Unit No. 6                  North Palm Beach, Florida</p>	<p>897 SF                  6 SPACES FOR 4 UNITS</p>
--------	--	---



**FLOOR PLAN**

N.T.S.

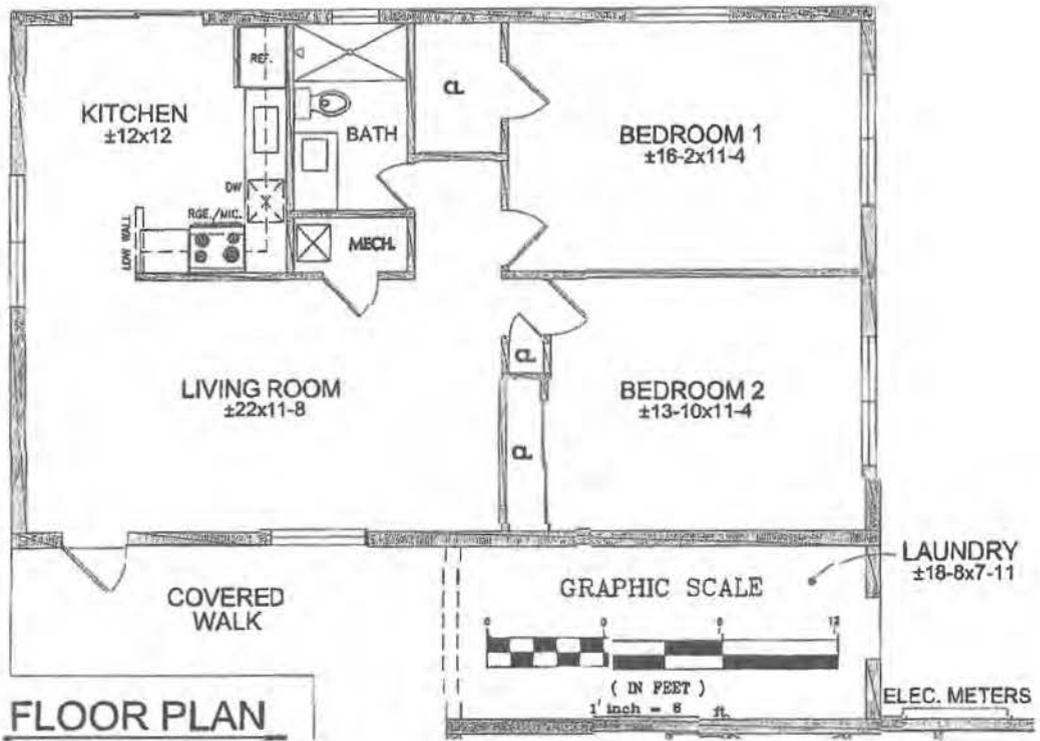
GRAPHIC SCALE



( IN FEET )

1 inch = 4 ft.

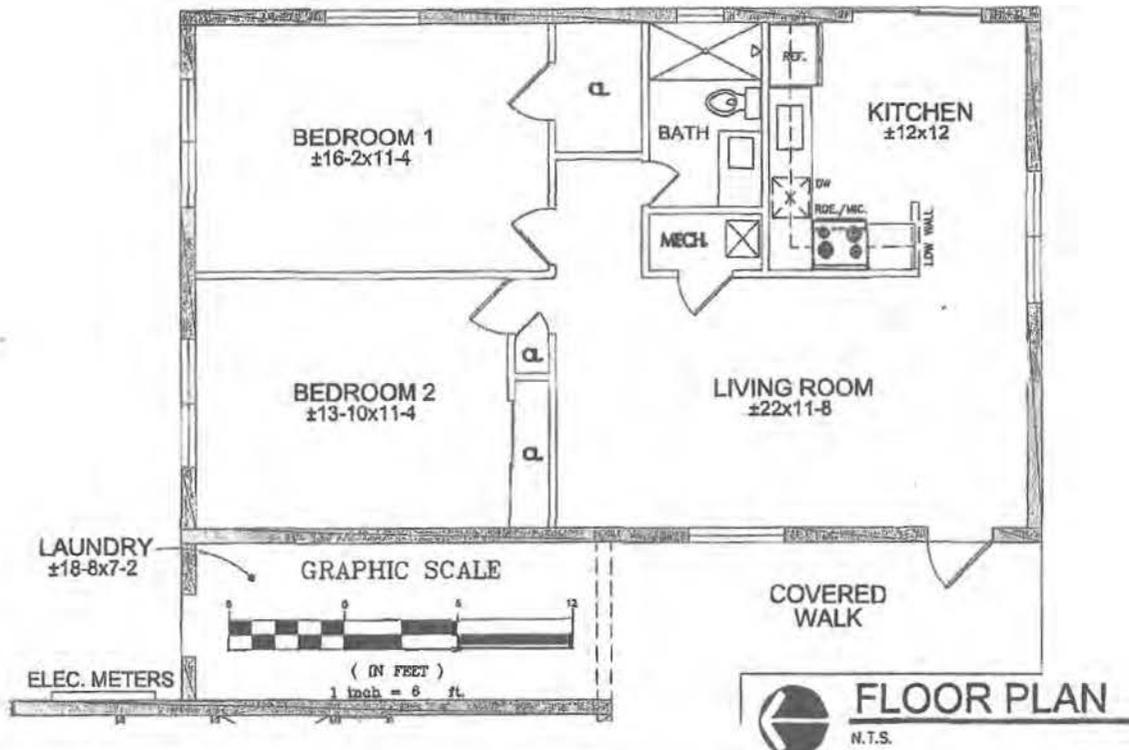
1 of 1	<p><b>Existing Tenant Space</b>          804 Prosperity Farms Road - Unit No.7          North Palm Beach, Florida</p>	<p>897 SF          6 SPACES FOR 4 UNITS</p>
--------	---	---



**FLOOR PLAN**

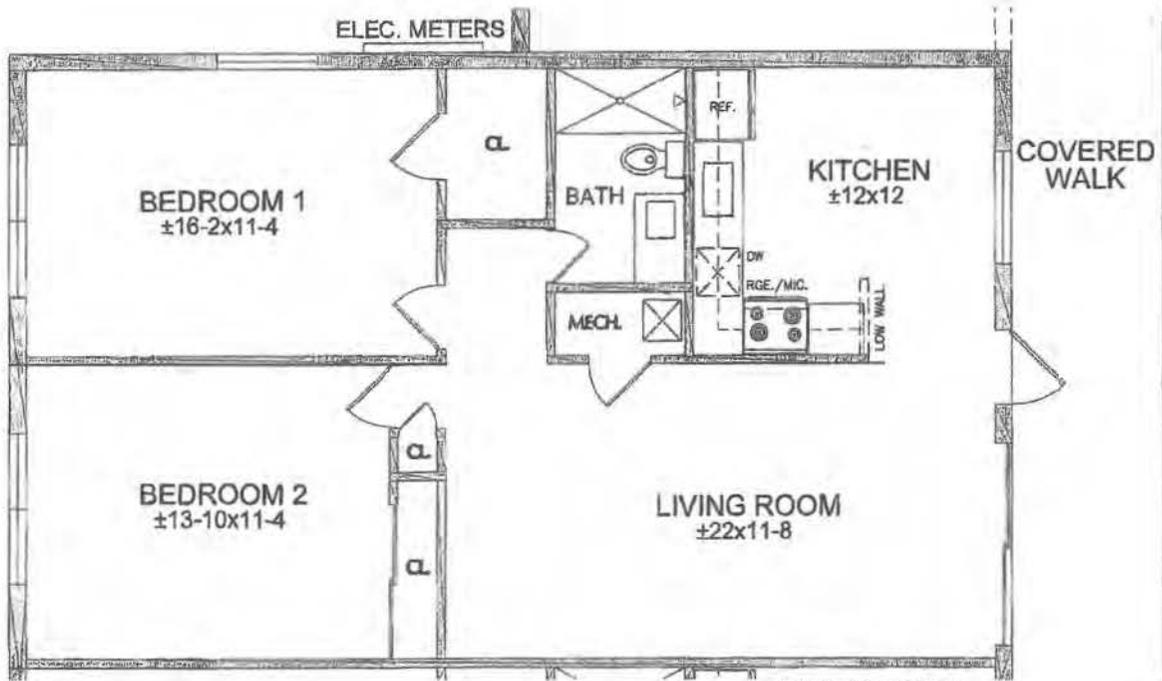
N.T.S.

1 of 1	<p><b>Existing Tenant Space</b>        804 Prosperity Farms Road - Unit No. 8        North Palm Beach, Florida</p>	<p>912 SF        6 SPACES FOR 4 UNITS</p>
--------	--	---



**FLOOR PLAN**  
N.T.S.

1 of 1	<b>Existing Tenant Space</b> 808 Prosperity Farms Road - Unit No. 9 North Palm Beach, Florida	912 SF 6 SPACES FOR 4 UNITS
--------	---	--------------------------------



**FLOOR PLAN**

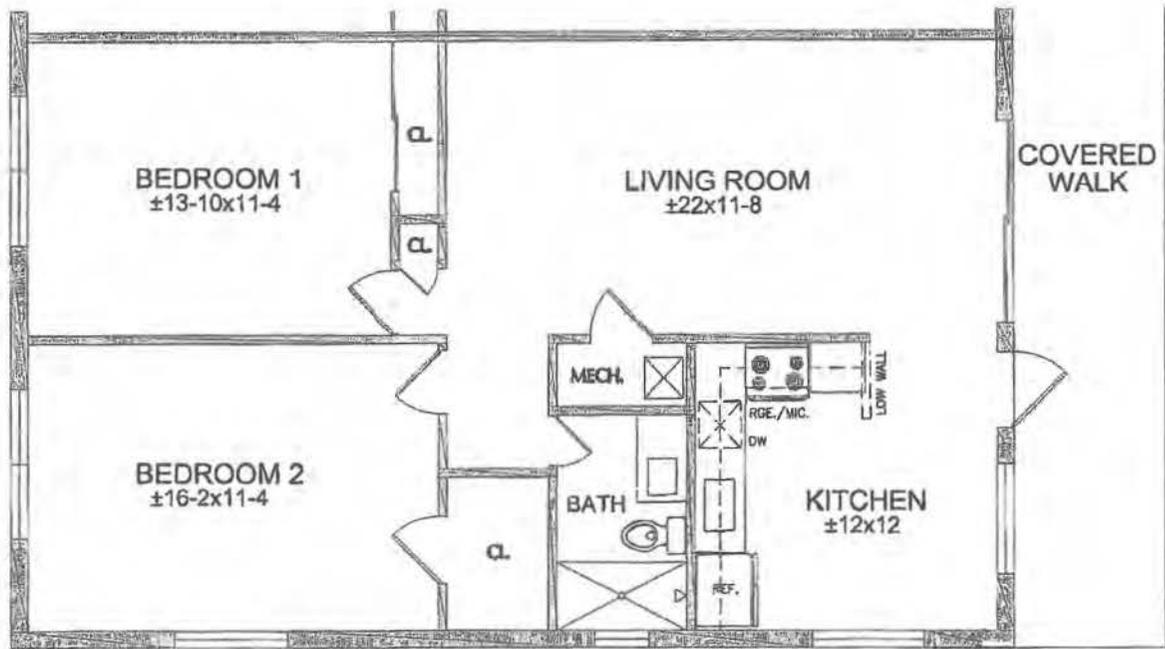
N.T.S.



GRAPHIC SCALE

( IN FEET )  
1 inch = 4 ft.

1 of 1	<p><b>Existing Tenant Space</b>  <b>808 Prosperity Farms Road - Unit No. 10</b>  <b>North Palm Beach, Florida</b></p>	<p><b>897 SF</b></p> <p><i>6 SPACES FOR 4 UNITS</i></p>	
--------	---	---	--



**FLOOR PLAN**

N.T.S.

GRAPHIC SCALE



( IN FEET )

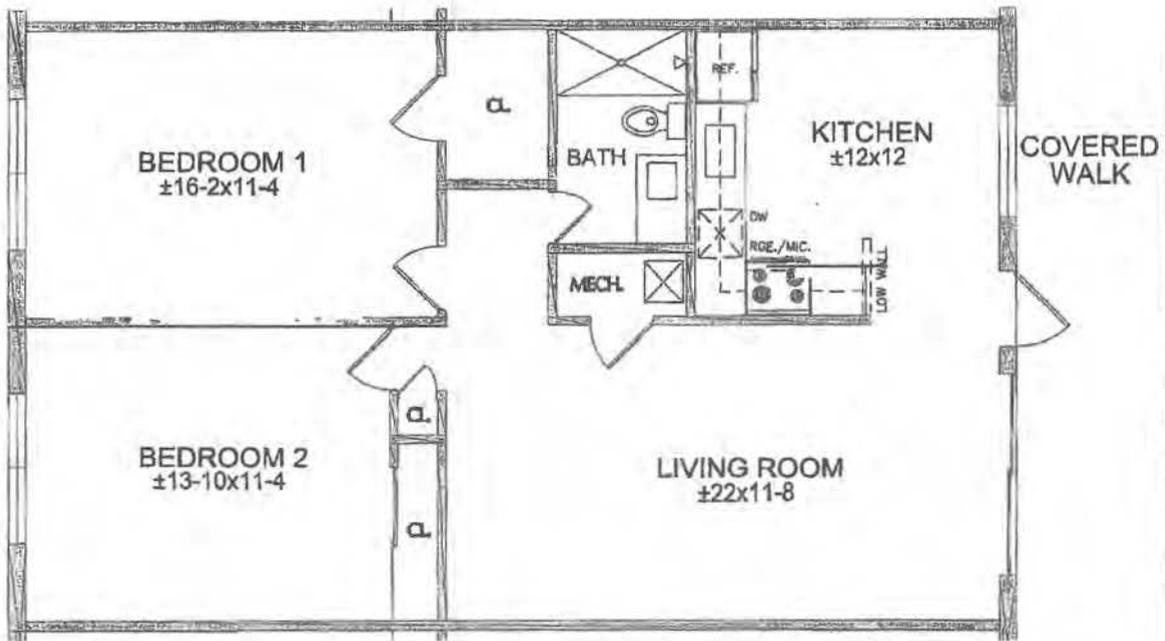
1 inch = 4 ft.

1 of 1

DATE	BY

**Existing Tenant Space**  
 808 Prosperity Farms Road - Unit No.11  
 North Palm Beach, Florida

**897 SF**  
**6 SPACES FOR 4 UNITS**



**FLOOR PLAN**

N.T.S.



GRAPHIC SCALE

( IN FEET )  
1 inch = 4 ft

1 of 1

**Existing Tenant Space**  
808 Prosperity Farms Road - Unit No.12  
North Palm Beach, Florida

**897 SF**  
**6 SPACES FOR 4 UNITS**

## Exhibit C

License Number  
LIC-1045698

**State of Florida**  
Department of Children and Families  
**CERTIFIES**  
Reprive, LLC.

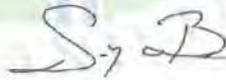
is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

Intensive Outpatient Treatment

located at:

Site: Reprive Northlake  
Location

321 Northlake Blvd. Ste 105  
North Palm Beach, FL 33408-5410



Signature Date: 12/6/2019

Effective Date: 12/6/2019

Accredited By: JC

Expiration Date: 3/5/2020

License Type: Probationary

Shayla Brown

Accredited By The Joint Commission (TJC)

"This license was issued based, in part, on the survey report of a Department recognized accrediting organization"

License Number  
LIC-1045699

**State of Florida**  
Department of Children and Families  
**CERTIFIES**  
Repeive, LLC.

is licensed in accordance with Chapter 397, Florida Statutes to provide substance abuse services for

**Outpatient Treatment**

located at:

Site: Repeive Northlake  
Location

321 Northlake Blvd. Ste 105  
North Palm Beach, FL 33408-5410



Signature Date: 12/6/2019

Effective Date: 12/6/2019

Accredited By: JC

Expiration Date: 3/5/2020

License Type: Probationary

Shayla Brown

Accredited By The Joint Commission (TJC)

**"This license was issued based, in part, on the survey report of a Department recognized accrediting organization"**

## Exhibit D



01/09/2020

To Whom It May Concern,

The below listed properties operated by Reprieve, LLC are currently in full compliance with NARR Quality Standards and criteria established by FS.397.487 and holds a valid Certificate of Compliance with The Florida Association of Recovery Residences:

800-808 Prosperity Farms Road,  
North Palm Beach Fl ,33408

Should you have any questions, my contact information is listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Whitney Lehman". The signature is written in a cursive style with a large initial "W".

*Whitney Lehman*, CRRA

Certification & Compliance Administrator  
The Florida Association of Recovery Residences  
561-288-1736 – Direct  
[whitney@farronline.org](mailto:whitney@farronline.org)

Exhibit E - Responses

"A site plan showing the amount of parking provided on site is needed to verify parking isn't being affected."

*As demonstrated on the map attached, there are <sup>20</sup> 16 parking spaces available on the property. This is more than sufficient to accommodate both staff and clients as most clients do not have vehicles and must use public transportation.*

"Section 45-25 of the Village Code requires that all applications for a community residence demonstrate that:

- a. The community residence is located a sufficient distance from any existing community residence so that the proposed community residence neither lessens nor interferes with the normalization and community integration of the residents of existing community residences and does not, taking into account existing community residences, contribute to the creation or intensification of a de facto social service district."

*According to the results of Florida Health Finder.gov there are only 2 facilities registered in North Palm Beach as follows:*

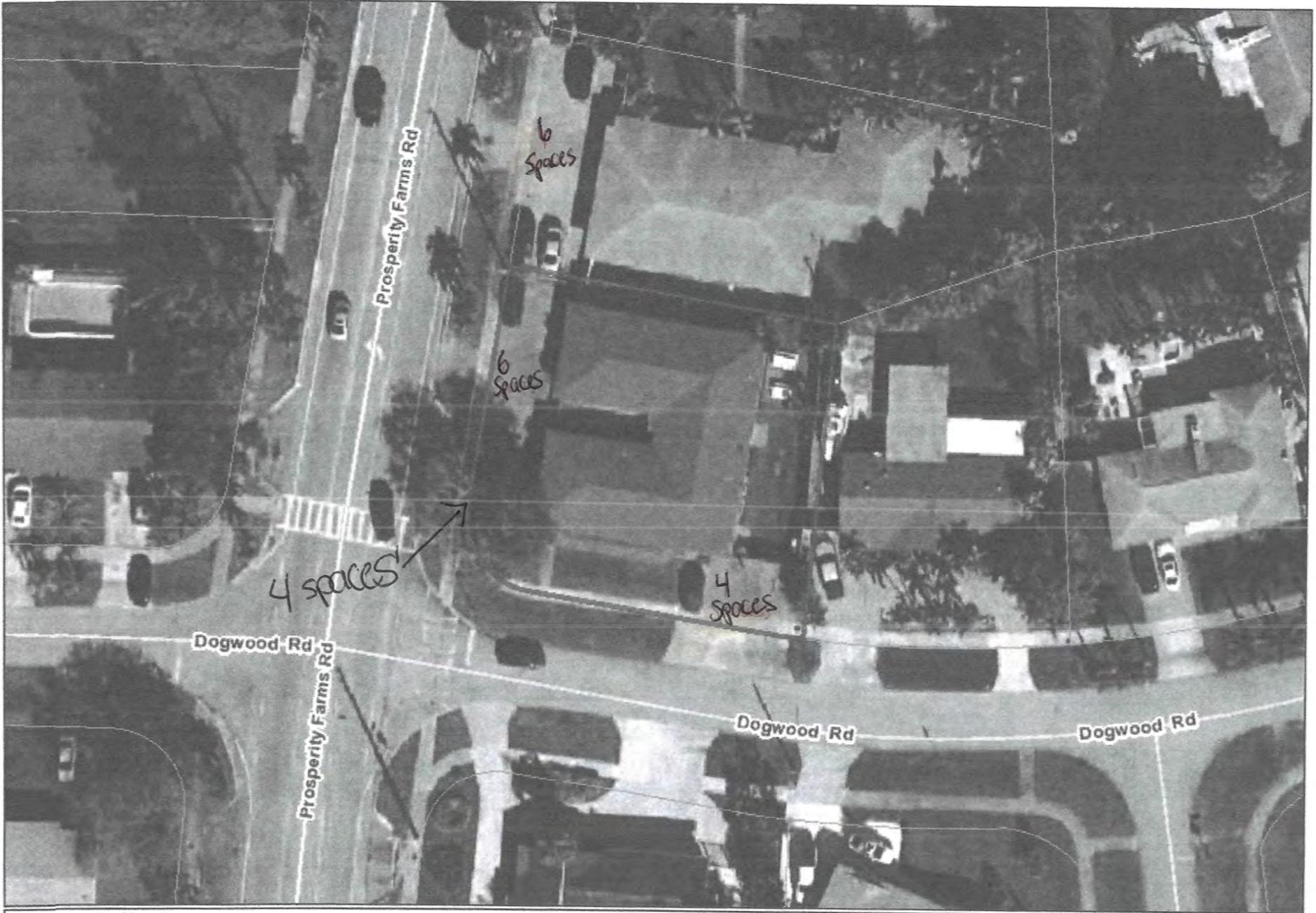
1. *Kashuba Rehab Inc. is categorized as a Comprehensive Outpatient Rehabilitation Facility and is located at 733 US HWY 1 and provides physical and occupational therapy. This is not a residential facility nor does it service similar clients.*
  2. *Viamar Health Institutes LLC is categorized as a Residential Treatment Facility and is located at 1974 Holman Drive. Only the Clinical office is located here. The residential facility, for eating disorders, is located in Juno.*
- b. "The community residence operates as the functional equivalent of a family that fosters normalization and community integration of its residents."

*Reprieve operates with one of its primary goals to integrate its clients into society as sober, productive residents. We integrate life skills into individualized treatment plans as well as group therapy sessions, for each client. The clinical team will integrate various treatment modalities to assist with emotional regulation strategies. The peer based treatment model at Reprieve assists our clients in attaining personal accountability and responsibility. Through our case management services, our clients will gain support in attaining employment through resume building, interviewing skills, job search/procurement skills, budgeting, facilitating legal issues and assistance with their personal needs assessment. Additionally, we require clients to follow residential rules very similar to family responsibilities such as curfew, chores & cleanliness accountability, grocery and cooking proficiency, respectfulness of roommates/neighbors, community service, participation in holiday celebrations and rent obligations. Certified behavioral technicians are on site 24 x 7 providing parental like supervision. This includes educating them on maintaining a daily schedule, supporting personal hygiene and food preparation and nutrition skills. Our clients gain the skills and tools they need*

*to live a sober life and become a positive addition to their community. Through this behavior, clients are enabled to achieve valuable and significant integration into society.*

- c. “The community residence is a Florida Association of Recovery Residences (FARR) certified recovery residence, meeting all of the requirements set forth in Section 397.487, Florida Statutes, as amended, and is managed by a certified recovery residence administrator.”

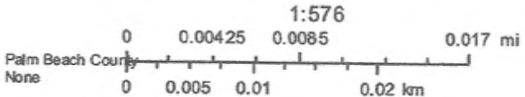
*This is addressed in Exhibit D.*



Created by: Palm Beach County

January 8, 2020

# 800 Prosperity Farms



## Exhibit F



# North Palm Beach Fire Rescue

560 U.S. Highway 1  
North Palm Beach, Florida 33408  
(561) 882-1141 Fax (561) 881-5708



## CORRECTION NOTICE

Name: Reprieve, LLC	
Location: 800,804,808 Prosperity Farms RD North Palm Beach, FL 33408	
This Correction Notice is required by the Fire Prevention Code to be served upon the owner, occupant or other person responsible where an inspection has revealed dangerous or hazardous conditions exist in violation to the requirements of the Fire Prevention Code.	
Fire Code Reference	Violation / Remarks
	✓ Secondary emergency escape inaccessible remove or relocate dresser in units 1, 2, and 3
	✓ Remove lock on bedroom door Unit 5
	✓ Replace smoke alarm Unit 11
	✓ Repair fire alarm dialer Property is now on a fire watch until the fire alarm is repaired. Personnel shall walk the property once an hour and keep a written log of conditions.
NFPA 33.7.1	✓ Provide a written copy of the emergency plan

You are hereby notified of this violation(s) and correction must be made according to the above-mentioned code.

Date: 11/22/2019	Inspector Name: Senior Fire Inspector Kimberly S Shore-Cawley
Date: 11/22/2019	Received By: Emailed to Christopher Cook

Re-inspection 1/10/2020 PASSED K. Cawley

Inspector Signature

Site Signature

Print Date: 11/22/2019

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

---

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Community Development Director  
Leonard G. Rubin, Village Attorney

DATE: October 8, 2020

SUBJECT: **Ordinances 1st Reading** – Ordinances Rezoning Commercial Properties (for Consistency with new Land Development Regulations)

---

The Village Council adopted revised land development regulations for the Village's commercial corridors on September 24, 2020. The revised land development regulations were created in order to implement several recommendations from the Citizen's Master Plan. Now that the Council has adopted the new regulations, there are several properties that require municipally initiated rezonings in order to be consistent with the new land development regulations.

The rezonings are needed for:

1. All properties along Northlake Boulevard between US-1 and Alternate A1A, which are being rezoned from the C-1 Neighborhood Commercial District to the newly created C-NB Northlake Boulevard Commercial District. This new zoning district incorporates the Northlake Boulevard Overlay Zoning District (NBOZ) into its own zoning district. These properties are identified in Exhibit 1.
2. Several properties along the US-1 corridor between Yacht Club Drive and the Earman River, which are being rezoned to the new CM-U US-1 Mixed Use District. The existing C-A Commercial District has been renamed the CM-U District. Most of the properties that will be in the CM-U District are currently within the existing C-A District, and therefore do not need to be rezoned. However, there are several properties that currently carry different zoning designations. These properties are identified in Exhibit 2. At this time, Village Staff is not pursuing the rezoning of Mariner's Court due to an inconsistency with the future land use designation.
3. Four properties in the Village that are currently within the C-1A Limited Commercial Zoning District, which are being rezoned to the new C-S Shopping Commercial District. The C-S Zoning District is the most similar district to C-1A. These properties are identified in Exhibit 3.

**Public Notice:**

The proposed rezonings require public notice to be compliant with the Village's Code of Ordinances and Florida Statutes. Mailed notices have been sent to all property owners that are being rezoned. Rezoning signs have been posted every 500 feet on the right-of-way adjacent to the properties being rezoned. A newspaper ad was placed in the Palm Beach Post a week prior to the meeting.

**Planning Commission Meeting:**

The Planning Commission considered the proposed rezonings at its September 1<sup>st</sup> meeting. Owners of properties being rezoned were sent mailers in advance of the meeting. The meeting was opened for

public comment and there were no comments from property owners or residents. After a very brief discussion, the Planning Commission voted unanimously to recommend approval of the rezonings to Village Council.

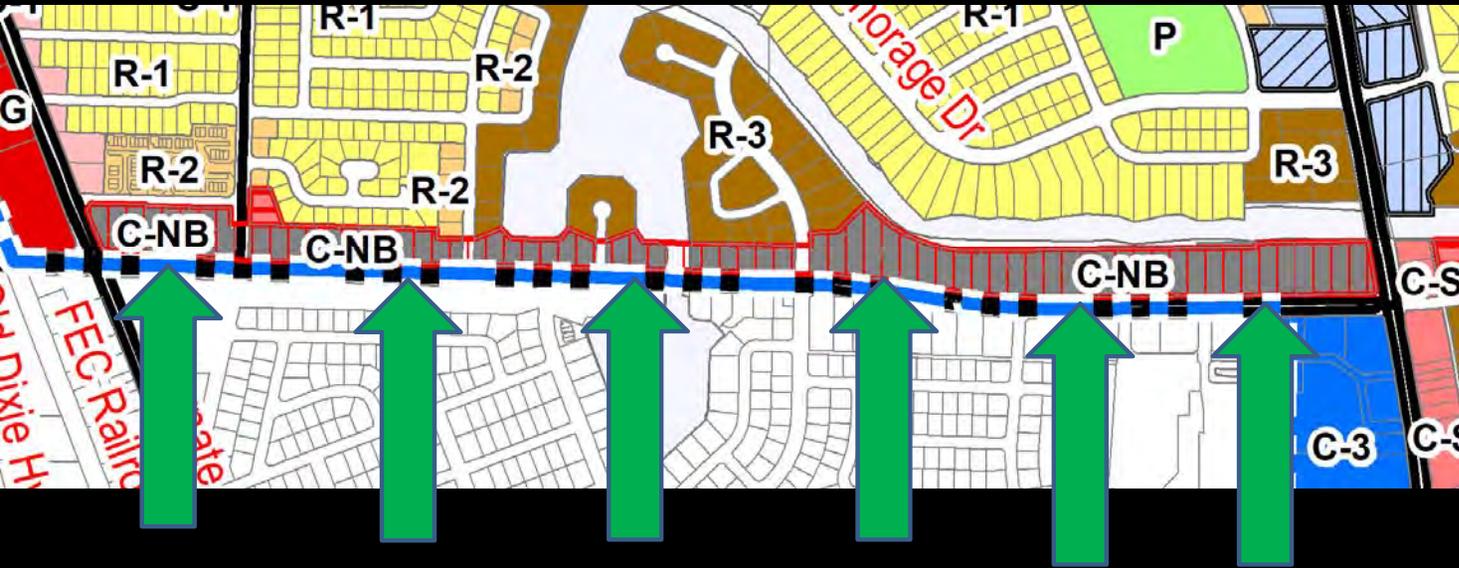
*There is no fiscal impact*

**Recommendation:** Village Staff and the Planning Commission recommend approval of Ordinance No. 2020-\_\_\_ through Ordinance No. 2020-\_\_\_\_\_ to rezone several commercial properties for consistency with the Village's new commercial land development regulations.

**Attachments:**

1. **Exhibit 1-Land to be rezoned to C-NB**
2. **Exhibit 2-Land to be rezoned to C-MU**
3. **Exhibit 3-Land to be rezoned to C-S**
4. **Ordinance 2020-\_\_\_**
5. **Ordinance 2020-\_\_\_**
6. **Ordinance 2020-\_\_\_**
7. **Ordinance 2020-\_\_\_**
8. **Ordinance 2020-\_\_\_**
9. **Ordinance 2020-\_\_\_**
10. **Ordinance 2020-\_\_\_**
11. **Ordinance 2020-\_\_\_**
12. **Ordinance 2020-\_\_\_**
13. **Ordinance 2020-\_\_\_**
14. **Ordinance 2020-\_\_\_**
15. **Ordinance 2020-\_\_\_**
16. **Ordinance 2020-\_\_\_**
17. **Ordinance 2020-\_\_\_**

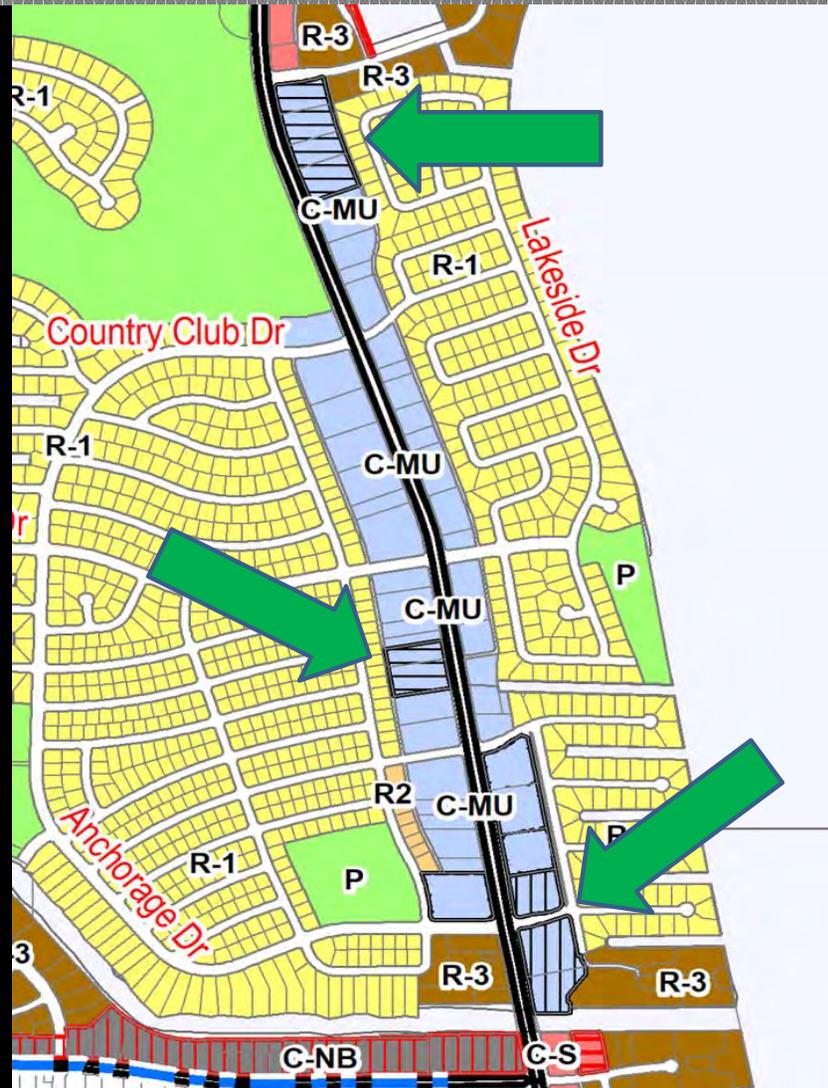
# Exhibit 1-Land to be Rezoned (from C-1 into new C-NB zoning district)



### Proposed Zoning Map

- R-1 (Residential - Single Family) (no change)
- R-2 (Residential - Multiple Family) (no change)
- R-3 (Residential - Apartments) (no change)
- C-T (Commercial - Transitional) (was C-C)
- C-S (Commercial - Shopping) (was C-1)
- C-G (Commercial - General) (was C-2)
- C-MU (Commercial - Mixed Use) (was C-A)
- C-3 (Commercial - Regional Mixed Use)
- C-NB (Commercial - Northlake Blvd.) (new)
- P (Public)
- OS (Conservation & Open Space) (was C-OS)
- To be rezoned from C-B to C-MU
- To be rezoned from P to C-MU
- To be rezoned from R-2 to C-MU
- To be rezoned from C-1A to C-MU
- To be rezoned from C-1A to C-S
- To be rezoned from C-1 to C-NB
- Village of North Palm Beach

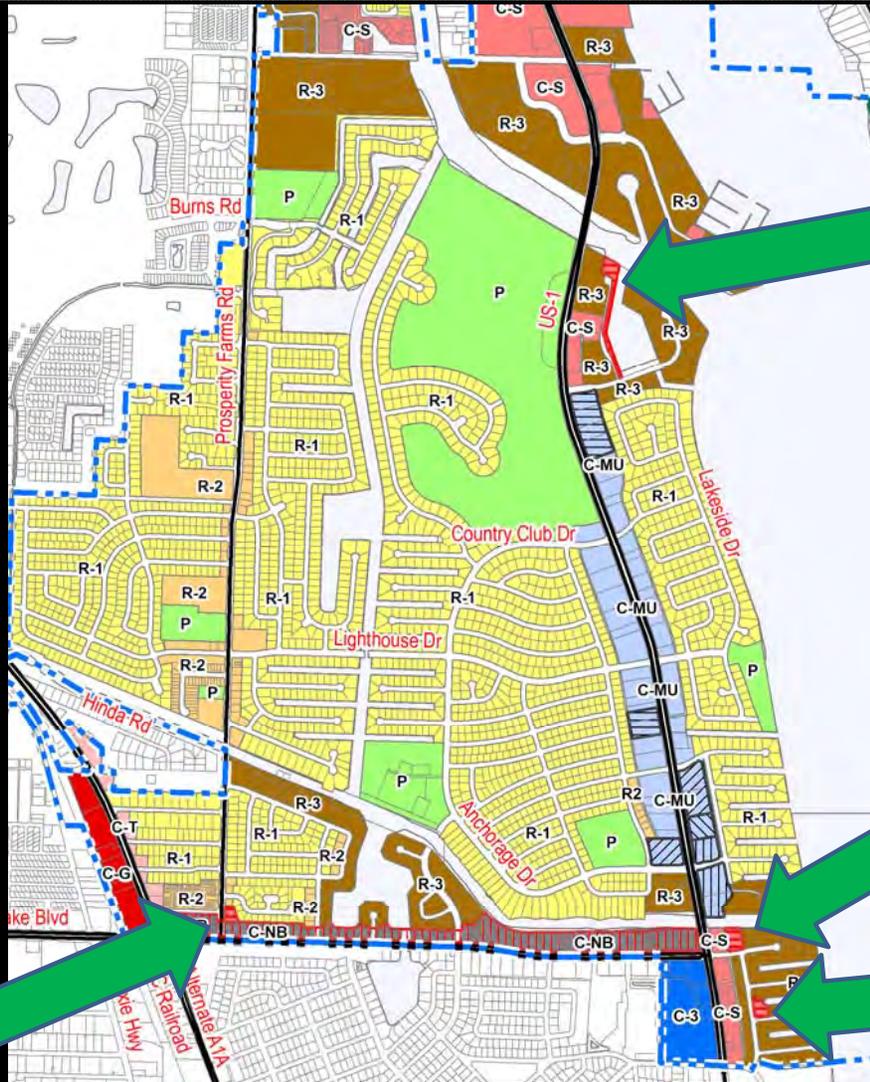
# Exhibit 2-Land to be Rezoned (adding parcels to C-MU)



## Proposed Zoning Map

- R-1 (Residential - Single Family) (no change)
- R-2 (Residential - Multiple Family) (no change)
- R-3 (Residential - Apartments) (no change)
- C-T (Commercial - Transitional) (was C-C)
- C-S (Commercial - Shopping) (was C-1)
- C-G (Commercial - General) (was C-2)
- C-MU (Commercial - Mixed Use) (was C-A)
- C-3 (Commercial - Regional Mixed Use)
- C-NB (Commercial - Northlake Blvd.) (new)
- P (Public)
- OS (Conservation & Open Space) (was C-OS)
- To be rezoned from C-B to C-MU
- To be rezoned from P to C-MU
- To be rezoned from R-2 to C-MU
- To be rezoned from C-1A to C-MU
- To be rezoned from C-1A to C-S
- To be rezoned from C-1 to C-NB
- Village of North Palm Beach

# Exhibit 3-Land to be Rezoned (from C-1A to C-S)



## Proposed Zoning Map

- R-1 (Residential - Single Family) (no change)
- R-2 (Residential - Multiple Family) (no change)
- R-3 (Residential - Apartments) (no change)
- C-T (Commercial - Transitional) (was C-C)
- C-S (Commercial - Shopping) (was C-1)
- C-G (Commercial - General) (was C-2)
- C-MU (Commercial - Mixed Use) (was C-A)
- C-3 (Commercial - Regional Mixed Use)
- C-NB (Commercial - Northlake Blvd.) (new)
- P (Public)
- OS (Conservation & Open Space) (was C-OS)
- To be rezoned from C-B to C-MU
- To be rezoned from P to C-MU
- To be rezoned from R-2 to C-MU
- To be rezoned from C-1A to C-MU
- To be rezoned from C-1A to C-S
- To be rezoned from C-1 to C-NB
- Village of North Palm Beach



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

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

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

**Parcel 1: 555 Northlake Boulevard**

Lot 10, less the Northeasterly 60.17 feet, together with the West 24.40 feet of Lot 11, Block 55, Village of North Palm Beach Plat No. 5, as recorded in Plat Book 26, Page 6 of the Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-05-055-0101)

**Parcel 2: 545 Northlake Boulevard**

A PARCEL OF LAND, BEING A PORTION OF LOT 10, A PORTION OF LOT 11, AND ALL OF LOT 12, BLOCK 55, AS SHOWN ON THE PLAT OF VILLAGE OF NORTH PALM BEACH PLAT NO. 5, AS RECORDED IN PLAT BOOK 26, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12, SAID CORNER LYING ON THE NORTHERLY RIGHT OF WAY LINE OF NORTHLAKE BOULEVARD AND LYING ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 4051.00 FEET AND A CHORD BEARING OF NORTH 84°32'15" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°30'18", A DISTANCE OF 177.11 FEET TO A POINT ON A LINE PARALLEL WITH AND 24.32 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 11; THENCE ALONG SAID PARALLEL LINE, NORTH 00°36'33" WEST, A DISTANCE OF 197.70 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 11; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 46°41'39" EAST, A DISTANCE OF 144.88 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE OF LOT 11, NORTH 43°18'21" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 10; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 46°41'39" EAST, A DISTANCE OF 60.17 FEET TO THE NORTHERLY CORNER OF LOT 10, SAID CORNER LYING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 715.00 FEET AND A CHORD BEARING OF SOUTH 48°46'01" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEASTERLY LINE OF SAID LOTS 10, 11 AND 12, THROUGH A CENTRAL ANGLE OF 14°07'42", A DISTANCE OF 176.31 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE EASTERLY LINE OF SAID LOT 12, SOUTH 31°55'50" WEST, A DISTANCE OF 89.96 FEET; THENCE

CONTINUE ALONG SAID EASTERLY LINE OF LOT 12, SOUTH 08°18'50" WEST, A DISTANCE OF 194.07 FEET TO THE POINT OF BEGINNING.

(PCN: 68-43-42-16-05-055-0102)

**Parcel 3: 541 Northlake Boulevard**

Lot 13, Block 55 of Plat No. 5, VILLAGE OF NORTH PALM BEACH, according to the Plat thereof recorded in Plat Book 26, Page 6 of the Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-05-055-0130)

**Parcel 4: 537 Northlake Boulevard**

Lot 14, Block 55 of Plat No. 5, VILLAGE OF NORTH PALM BEACH, according to the Plat thereof recorded in Plat Book 26, Page 6 of the Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-05-055-0140)

**Parcel 5: 533 Northlake Boulevard**

Lots 15 and 15A, Village of North Palm Beach, Plat Number 5, Amended, Unrecorded, as depicted on Palm Beach County Tax Assessor's Map Number 51, and more particularly described as follows:

Two Parcels of land located in Section 16, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at a Point in the centerline of the right-of-way of the Central and Southern Florida Flood Control Canal C-17, as said right-of-way is described in easement Deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida; said Point being South 89 degrees 23 minutes 37 seconds West, a distance of 1987.3 feet Westerly, measured along said centerline, from the Westerly right-of-way Line of State Road Number 5 (U.S. Highway Number 1) as said right-of-way is shown on State Road Departments Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida, said Point being also the Beginning of a curve Concave to the North, whose central angle is 21 degrees 53 minutes 05 seconds, and whose Radius is 600 feet; thence along the arc of said curve a distance of 229.18 feet; thence South 21 degrees 16 minutes 32 seconds West along a Line Radial to said curve a distance of 115 feet; thence South 0 degrees 36 minutes 33 seconds East a distance of 75.78 feet to the Beginning of the herein described Parcel of land; thence continue along the same course a distance of 150 feet to a Point in the North right-of-way Line of Northlake Boulevard as said right-of-way is described in Official Record Book 178, Page 458, Public Records of Palm Beach County, Florida, said Point being in

the arc of a curve Concave to the South with a central angle of 0 degrees 09 minutes 20 seconds and a radius of 4,051 feet; thence along the arc of said curve a distance of 11.60 feet to a Point of Reverse Curvature, said curve being Concave to the North with a central angle of 1 degree 22 minutes 28 seconds and a Radius of 3,949 feet; thence along the arc of said curve a distance of 94.73 feet; thence North 0 degrees 36 minutes 33 seconds West a distance of 150 feet; thence Westerly, making an angle of 100 degrees 0 minutes 27 seconds with the preceding course, from South to West, a distance of 105.76 feet to the Point of Beginning.

Also known as Lot 15, Village of North Palm Beach, Plat Number 5, Amended, Unrecorded, as depicted on Palm Beach County Tax Assessor's Map Number 51.

Beginning at a Point in the centerline of the right-of-way of the Central and Southern Florida Flood Control Canal C-17, as said right-of-way is described in easement Deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida; said Point being South 89 degrees 23 minutes 37 seconds West, a distance of 1987.31 feet Westerly, measured along said centerline, from the Westerly right-of-way Line of State Road Number 5 (U.S. Highway Number 1) as said right-of-way is shown on State Road Department's Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida, said Point being also the Beginning of a curve Concave to the North, whose central angle is 21 degrees 53 minutes 05 seconds, and whose Radius is 600 feet; thence along the arc of said curve a distance of 137.44 feet to the Point of Beginning of the herein described Parcel of land; thence along the arc of said curve a distance of 91.74 feet; thence South 21 degrees 16 minutes 32 seconds West along a Line Radial to said curve a distance of 115 feet; thence South 0 degrees 36 minutes 33 seconds East a distance of 75.78 feet; thence Easterly making an angle of 100 degrees 0 minutes 27 seconds with the preceding course from North to East, a distance of 105.76 feet; thence North 0 degrees 36 minutes 33 seconds making an angle of 79 degrees 59 minutes 33 seconds with the preceding course, from West to North, a distance of 61.31 feet; thence North 12 degrees 30 minutes 54 seconds East a distance of 115 feet to the Point of Beginning.

Also known as Lot 15A, Village of North Palm Beach, Plat Number 5, Amended, Unrecorded, as depicted on Palm Beach County Tax Assessor's Map Number 51.

(PCN: 68-43-42-16-07-000-0150)

**Parcel 6: 529 Northlake Boulevard**

Parcel 1:

Lot 16, unrecorded, more particularly described as follows: A parcel of land in the Village of North Palm Beach Plat No. 5, according to the plat thereof recorded in Plat Book 26, page 6, public records of Palm Beach County, Florida, more particularly described as follows:

BEGINNING at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17, an said right-of-way is described in Easement Deed recorded in Deed Book 1156, page 186, public records of Palm Beach County, Florida, said point being South 89°23'37" West, a distance of 1987.31 feet Westerly, measured along said center line, from the Westerly right-of-way line of State Road No. 5 (U. S. Highway No. 1) as said right-of-way is shown on State Road Department Right-of-way Map recorded in Road Plat Book 2, pages 105 to 118, inclusive, public records of Palm Beach County, Florida, said point being also the beginning of a curve concave to the North, whose central angle is 13°07'27" and whose radius is 600 feet; thence along the arc of said curve a distance of 137.44 feet; thence South 12°30'54" West along a line radial to said curve, a distance of 115 feet; thence South 0°36'33" East, a distance of 61.31 feet to the beginning of the herein described parcel of land; thence continue along the same course, a distance of 150 feet to a point in the North right-of-way line of Northlake Boulevard, as said right-of-way described in Official Records Book 178, page 458, public records of Palm Beach County, Florida, said point being in the arc of a curve concave to the North with a central angle of 1°28'02", and a radius of 3949 feet; thence Easterly along said right-of-way and the arc of said curve, a distance of 101.13 feet to a point; thence North 0°36'33" West, a distance of 150 feet; thence Westerly making an angle of 98°30'56" with the preceding course from South to West, a distance of 101.12 feet to the point of beginning.

Parcel 2:

Lot 16-A, unrecorded, being more particularly described as follows: A parcel of land in the Village of North Palm Beach Plat No. 5, according to the plat thereof recorded in Plat Book 26, page 6, public records of Palm Beach County, Florida, more particularly described as follows:

BEGINNING at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17 as said right-of-way is described in Easement Deed recorded in Deed Book 1156, page 186, public records of Palm Beach County, Florida, said point being South 89°23'37" West, a distance of 1987.31 feet Westerly, measured along said center line, from the Westerly right-of-way line of State Road No. 5 (U. S. Highway No. 1) as said right-of-way is shown on State Road Department Right-of-Way Map recorded in Road Plat Book 2, pages 105 to 118, inclusive, public records of Palm Beach County, Florida, said point being also the beginning of a curve concave to the North, whose central angle is 13°07'27" and whose radius is 600 feet: thence along the arc of said curve a distance of 52.39 feet, said point being the point of beginning of the herein described parcel of land, thence continue along the arc of said curve, a distance of 85.05 feet; thence South 12°30'54" West, along a line radial to said curve, a distance of 115 feet; thence South 0°36'33" East, a distance of 61.31 feet, thence Easterly, making an angle of 98°30'56" with the preceding course, from North to East, a distance of 101.12 feet; thence North 0°36'33" West, making an angle of 81°29'04" with the preceding course, from West to North, a distance of 60.33 feet; thence North 4°23'37" East, a distance of 115 feet to the point of beginning.

(PCN: 68-43-42-16-07-000-0160)

**Parcel 7: 525 Northlake Boulevard**

A parcel of land in the Village of North Palm Beach Plat No. 5, according to the Plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

BEGINNING at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17 as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being South 89°23'27" West, a distance of 1949.66 feet Westerly, measured along said center line, from the Westerly right-of-way line of State Road No. 5 (U.S. Highway No. 1) as said right-of-way is shown on State Road Department's Right-of Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said center line, a distance of 37.65 feet to the beginning of a curve concave to the North, whose central angle is 5°0'10" and whose radius is 600 feet; thence along the arc of said curve a distance of 52.39 feet; thence South 4°23'37" West, along a line, radial to said curve, a distance of 115 feet; thence South 0°36'33" East, a distance of 60.33 feet to the Point of Beginning of the herein described parcel of land; thence continue along the same course, a distance of 150 feet to a point in the Northerly right-of-way line of Northlake Boulevard as said right-of-way is described in Official Record Book 178, Page 458, Public Records of Palm Beach County, Florida, said point being in the arc of the curve concave to the North with a central angle of 1°27'43" and whose radius is 3949 feet; thence Easterly along said right-of-way and the arc of said curve a distance of 100.76 feet to a point; thence North 0°36'33" West a distance of 150 feet; thence Westerly, making an angle of 97°02'57" with the preceding course, from South to West, a distance of 100.75 feet to the Point of Beginning.

A parcel of land in the Village of North Palm Beach Plat No. 5 according to the Plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

BEGINNING at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17 as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186, Public Records of Palm beach County, Florida, said point being South 89°23'37" West, a distance of 1949.66 feet Westerly, measured along said center line, from the Westerly right-of-way line of State Road No. 5 (U.S. Highway No. 1) as said right-of-way is shown on State Road Department's Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said center line a distance of 37.65 feet to the beginning of a curve concave to the North,

whose central angle is 5<sup>0</sup>'10" and whose radius is 600 feet; thence along the arc of said curve a distance of 52.39 feet; thence South 4<sup>0</sup>23'37" West, along a line radial to said curve a distance of 115 feet; thence South 0<sup>0</sup>36'33" East, a distance of 60.33 feet; thence Easterly making an angle of 97<sup>0</sup>02'57" with the preceding course, from the North to East, a distance of 100.75 feet; thence North 0<sup>0</sup>36'33" West, making an angle of 82<sup>0</sup>57'03" with the preceding course, from West to North, a distance of 184.98 feet to the Point of Beginning.

(PCN: 68-43-42-16-07-000-0170)

**Parcel 8: 521 Northlake Boulevard**

Lot 18:

A parcel of land in the VILLAGE OF NORTH PALM BEACH PLAT NO. 5, according to the Plat thereof recorded in Plat Book 26, Page 6, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right of way of the Central and Southern Florida Flood Control District's Canal C-17 as said right of way is described in Easement Deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 1849.66 feet Westerly, measured along said center line, from the Westerly right of way line of State Road No. 5 (U.S. Highway No. 1) as said right of way is shown on State Road Department's Right of Way Map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said centerline, a distance of 100 feet; thence Southerly, at right angles to said center line, a distance of 184.98 feet to the Point of Beginning of the herein described parcel of land; thence continue on the same course, a distance of 150 feet to a point in the Northerly right of way line of Northlake Boulevard as said right of way is described in Official Record Book 178, Page 458, Palm Beach County Records, said point being in the arc of a curve concave to the North with a central angle of 1 degree 27 minutes 28 seconds, and whose radius is 3949 feet; thence Easterly along said right of way and the arc of said curve, a distance of 100.47 feet to a point; thence Northerly parallel to the West line of the herein described parcel of land, a distance of 150 feet; thence Westerly making an angle of 95 degrees 35 minutes 29 seconds with the preceding course, from South to West, a distance of 100.48 feet to the Point of Beginning. LESS Canal C-17.

Lot 18A:

A parcel of land in the VILLAGE OF NORTH PALM BEACH PLAT NO. 5, according to the Plat thereof recorded in Plat Book 26, Page 6, of the Public Record of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right of way of the Central and Southern Florida Flood Control District's Canal C-17 as said right of way is described in Easement

Deed recorded in Deed 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 1849.66 feet Westerly, measured along said center line, from the Westerly right of way line of State Road No. 5 (U.S. Highway No. 1) as said right of way is shown on State Road Department Right of Way Map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; Westerly along said center line, a distance of 100 feet; thence Southerly, at right angles to said center line, a distance of 184.98 feet; thence Easterly, making an angle of 95 degrees 35 minutes 29 seconds with the preceding course, from North to East, a distance of 100.48 feet; thence Northerly, making an angle of 84 degrees 24 minutes 31 seconds with the preceding course, from West to North, a distance of 194.77 feet to the Point of Beginning. LESS Canal C-17.

Lot 19A:

A parcel of land in the VILLAGE OF NORTH PALM BEACH PLAT NO. 5, according to the Plat thereof recorded in Plat Book 26, Page 6, of the Public Record of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right of way of the Central and Southern Florida Flood Control District's Canal C-17 as said right of way is described in Easement Deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 1749.66 feet Westerly, measured along said center line, from the Westerly right of way line of State Road No. 5 (U.S. Highway No. 1) as said right of way is shown on State Road Department Right of Way Map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said center line, a distance of 100 feet; thence Southerly, at right angles to said center line, a distance of 194.77 feet; thence Easterly, making an angle of 94 degrees 08 minutes 28 seconds with the preceding course, from North to East, a distance of 100.26 feet; thence Northerly, making an angle of 85 degrees 51 minutes 32 seconds with the preceding course, from West to North, a distance of 202.01 feet to the Point of Beginning. LESS Canal C-17.

Lot 20A:

A parcel of land in the VILLAGE OF NORTH PALM BEACH PLAT NO. 5, according to the mat thereof recorded in Plat Book 26, Page 6, of the Public Record of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right of way of the Central and Southern Florida Flood Control District's Canal C-17 as said right of way is described in Easement Deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 1649.66 feet Westerly, measured along said center line, from the Westerly right of way line of State Road No. 5 (U.S. Highway No. 1) as said right of way is shown on State Road Department Right of Way Map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said center line, a distance of 100 feet; thence Southerly, at right angles to

said center line, a distance of 202.01 feet; thence Easterly, making an angle of 92 degrees 41 minutes 07 seconds with the preceding course, from North to East, a distance of 100.11 feet; thence Northerly, making an angle of 87 degrees 18 minutes 53 seconds with the preceding course, from West to North, a distance of 206.70 feet to the Point of Beginning. LESS Canal C-17.

(PCN: 68-43-42-16-07-000-0180)

**Parcel 9: 517 Northlake Boulevard**

A PARCEL OF LAND IN THE VILLAGE OF NORTH PALM BEACH, PLAT NO. 5, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGE 6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF THE RIGHT-OF-WAY OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT'S CANAL C-17 AS SAID RIGHT-OF-WAY IS DESCRIBED IN EASEMENT DEED RECORDED IN DEED BOOK 1156, PAGE 186, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING 1749.66 FEET WESTERLY MEASURED ALONG SAID CENTER LINE, FROM THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) AS SAID RIGHT-OF-WAY IS SHOWN ON STATE ROAD DEPARTMENT'S RIGHT-OF-WAY MAP, RECORDED IN ROAD PLAT BOOK 2, PAGE 105 TO 118, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID CENTERLINE A DISTANCE OF 100 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES TO SAID CENTER LINE, A DISTANCE OF 194.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ON THE SAME COURSE, A DISTANCE OF 150 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHLAKE BOULEVARD, AS SAID RIGHT-OF-WAY IS DESCRIBED IN OFFICIAL RECORDS BOOK 178, PAGE 458, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING IN THE ARC OF A CURVE CONCAVE TO THE NORTH WITH A CENTER ANGLE OF 1°27'17" AND WHOSE RADIUS IS 3949 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 100.26 FEET TO A POINT; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF THE HEREIN DESCRIBED PARCEL OF LAND, A DISTANCE OF 150 FEET; THENCE WESTERLY, MAKING AN ANGLE OF 94°08'28" WITH THE PRECEDING COURSE, FROM SOUTH TO WEST, A DISTANCE OF 100.26 FEET TO THE POINT OF BEGINNING.

(PCN: 68-43-42-16-07-000-0190)

**Parcel 10: 513 Northlake Boulevard**

A parcel of land in the Village of North Palm Beach, Plat No. 5, according to the plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

BEGINNING at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17, as said right-of-way is described in easement deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 1649.66 feet westerly, measured along said center line, from the westerly right-of-way line of State Road No. 5 (U.S. Highway No. 1) as said right-of-way is shown on State Road Department's Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence westerly along said center line, a distance of 100 feet; thence southerly, at right angles to said center line, a distance of 202.01 feet to the point of beginning of the herein described parcel of land; thence continue on the same course, a distance of 150 feet to a point in the northerly right-of-way line of Northlake Boulevard as said right-of-way is described in Official Record Book 178, Page 458, Public Records of Palm Beach County, Florida, said point being in the arc of a curve concave to the North with a central angle of 1°27'10" and whose radius is 3949 feet; thence easterly along said right-of-way and the arc of said curve, a distance of 100.13 feet to a point; thence northerly parallel to the West line of the herein described parcel, a distance of 150 feet; thence westerly, making an angle of 92°41'07" with the preceding course, from South to North, a distance of 100.11 feet to the point of beginning.

Description Of: A portion of Lots 21 and 21-A, according to the unrecorded sketch of a portion of Village of North Palm Beach, Plat No. 5, more particularly described as follows:

Commencing at a point in the centerline of the right-of-way of Central and Southern Flood Control District's Canal "C- 17", as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 1649.66 feet Westerly, measured along said centerline from the Westerly right-of-way line of State Road No. 5 (U.S. Highway No. 1), as said right-of-way is shown on S.R.D. right-of-way Map recorded in Road Plat Book 2, Pages 105-118, inclusive, Public Records of Palm Beach County, Florida; thence Southerly, at right angles to said centerline, a distance of 206.09 feet to the Point of Beginning of the hereinafter described parcel; thence continue Southerly along the same course, a distance of 50.40 feet; thence Easterly, making an angle of 90° with the preceding course, measured from North to East, a distance of 2.0 feet; thence Northerly, making an angle of 90° with the preceding course measured from West to North, a distance of 50.40 feet; thence Westerly, making an angle of 90° with the preceding course, measured from South to West, a distance of 2.0 feet to the Point of Beginning.

(PCN: 68-43-42-16-07-000-0200)

**Parcels 11 and 12: 509 Northlake Boulevard and Parcel immediately north of 509 Northlake Boulevard**

Lots 21 and 21A, according to the unrecorded sketch of a portion of Village of North Palm Beach, Plat No. 5, more particularly described as follows:

BEGINNING at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17, as said right-of-way is described in easement deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 1649.66 feet westerly, measured along said center line, from the westerly right-of-way line of State Road No. 5 (U. S. Highway No. 1) as said right-of-way is shown on State Road Department's Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida, thence Southerly at right angles to said centerline a distance of 115.00 feet to the South right-of-way line of said Canal "C- 17" and the Point of Beginning; thence Southerly on the same course a distance of 241.70 feet to a point on the Northerly right-of-way line of Northlake Boulevard, as said right-of way is described in Official Record Book 178, page 458, Public Records of Palm Beach County, Florida, said point being on the arc of a curve, concave to the North and having a radius of 3949 feet and a central angle of 1<sup>0</sup>27'04"; thence Easterly along said Northerly right-of-way line and the arc of said curve a distance of 100.02 feet to a point; thence Northerly at right angles to the said centerline of Canal C-17 a distance of 243.85 feet to the point in the South right-of-way line of Canal C-17; thence Westerly on said right-of-way line 100 feet to the Point of Beginning.

Less the portion thereof onto which encroaches a building from the parcel abutting the West line of the above-described parcel, said portion being described as:

Commencing at a point in the centerline of the right-of-way of Central and Southern Florida Flood Control District' s Canal "C- 17" as said right-of-way is described in Easement Deed recorded in Deed Book 1156, page 186, Public Records of Palm Beach County, Florida, said point being 1649.66 feet Westerly, measured along said Centerline from the Westerly right-of-way line of State Road No. 5 (U.S. Highway No. 1), as said right-of-way is shown on S R D right-of-way Map recorded in Road Plat Book 2, pages 105-118, inclusive, Public Records of Palm Beach County, Florida; thence Southerly, at right angles to said centerline, a distance of 206.09 feet to the Point of Beginning of the hereinafter described parcel; thence continue Southerly along the same course, a distance of 50.40 feet, thence Easterly making an angle of 90<sup>0</sup> with the preceding course, measured from North to East a distance of 2.0 feet; thence Northerly, making an angle of 90<sup>0</sup> with the preceding course measured from West to North, a distance of 50.40 feet; thence Westerly, making an angle of 90<sup>0</sup> with the preceding course, measured from South to West, a distance of 2.0 feet to the point of beginning.

(PCNs: 68-43-42-16-07-000-0210 and 68-43-42-16-07-000-0410)

**Parcel 13: 503 Northlake Boulevard**

A parcel of land "not included" part of the Village of North Palm Beach, Plat No. 5, according to the plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

BEGINNING at a point in the centerline of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17, as said right-of-way is described in easement deed recorded in Deed Book 1156, Page 185, Public Records of Palm Beach County, Florida, said point being 1449.66 feet westerly, measured along said center line, from the westerly right-of-way line of State Road No. 5 (U.S. Highway No. 1) as said right-of-way is shown on State Road Department's Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida thence westerly along said centerline, a distance of 100 feet; thence southerly, at right angles to said centerline, a distance of 208.85 feet to the point of beginning of the herein described parcel of land, thence continue on the same course, a distance of 150 feet to a point in the northerly right-of-way line of Northlake Boulevard, as said right-of-way is described in Official Record Book 178, page 458, Public Records of Palm Beach County, Florida; said point being in the arc of a curve concave to the North, with a central angle of 0°30'23" and whose radius is 3949 feet; thence easterly along said right-of-way and the arc of said curve, a distance of 34.90 feet to a point of tangency; thence continue easterly along said northerly right-of-way and said tangent, a distance of 65.10 feet; thence northerly, at right angles, to said northerly right-of-way, a distance of 150 feet; thence westerly, making an angle with the preceding course of 90°05'09" from South to North a distance of 100 feet to the Point of Beginning.

(PCN: 68-43-42-16-07-000-0220)

**Parcel 14: 505 Northlake Boulevard**

Beginning at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17 as said right-of-way is described in an easement deed recorded in Deed Book 1156, Page 186, public records of Palm Beach County, Florida, said point being 1449.66 feet westerly, measured along said center line from the westerly right-of-way line of State Road No. 5 (U.S. Highway 1) as said right-of-way is shown on State Road Department's right-of-way map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, public records of Palm Beach County, Florida; thence westerly along said center line a distance of 100 feet; thence southerly at right angles to said center line a distance of 208.85 feet; thence easterly making an angle with the preceding course of 90°05'09" from North to East, a distance of 100 feet; thence Northerly, making an angle with the preceding course of 89°54'51" from West to North, a distance of 209 feet to the POINT OF BEGINNING.

Together with all appurtenant easements for ingress and egress including that easement recorded in Official Record Book 5020, Page 1690, and easement recorded in Official Record Book 2288, Page 732, public records of Palm Beach County, Florida.

Subject to the right-of-way of C-17 Canal and to all rights-of-way; easements, restrictions and reservations of record.

The above described real property is sometimes referred to as Lot 22A of the unrecorded sketch of Village of North Palm Beach Plat No. 5, which is part of the “not included” portion of the said plat as recorded in Plat Book 28, Page 6, public records of Palm Beach County, Florida.

(PCN: 68-43-42-16-07-000-0420)

**Parcel 15: 501 Northlake Boulevard**

BEGINNING at a point in the center line of the right-of-way of the Central and Southern Flood Control District’s Canal C-17, as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 1349.66 feet westerly, measured along said center line from the westerly right-of-way line of State Road No. 5 (U.S. Highway 1) as said right-of-way is shown on State Department’s right-of-way map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, public records of Palm Beach County, Florida; thence westerly along said center line a distance of 100 feet; thence southerly at right angles to said center line a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard, as said right-of-way is described in Official Record Book 1178, Page 458, public records of Palm Beach County, Florida; thence easterly along said northerly right-of-way a distance of 100 feet; thence northerly at right angles to said northerly right-of-way line a distance of 359 feet to the POINT OF BEGINNING.

Also known as Lots 23 and 23A of North Palm Beach Plat No. 5.

(PCN: 68-43-42-16-07-000-0230)

**Parcel 16: 429 Northlake Boulevard**

Parcel 1:

The South 150 feet of a parcel of land in the Village of North Palm Beach Plat No. 5, according to the plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right of way of the Central and Southern Florida Flood Control District’s Canal C-17 as right of way is described in easement deed, recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said being 1249.66 feet Westerly, measured along said center line from the Westerly right of way line of State Road No. 5 (U.S. Highway 1) as said right of way is shown on State Road Department’s Right of Way Map, recorded in Road Plat Book 2, pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence

Westerly along said center line, a distance of 100 feet; thence Southerly, at right angles to said center line, a distance of 359 feet to a point in the Northerly right of way line of Northlake Boulevard as said right of way is described in Official Record Book 178, page 458, Public Records of Palm Beach County, Florida; thence Easterly along said Northerly right of way line, a distance of 100 feet; thence Northerly at right angles to said Northerly right of way line, a distance of 359 feet to the point of beginning.

AND

Parcel 2:

The premises sometimes known as “Lot 24A, Village of North Palm Beach Plat No. 5” more correctly described as:

All of the following described parcel of land, less the South 150 feet thereof, in the Village of North Palm Beach Plat No. 5, according to the plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right of way of the Central and Southern Florida Flood Control District’s Canal C-17 as right of way is described in easement deed, recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said being 1249.66 feet Westerly, measured along said center line from the Westerly right of way line of State Road No. 5 (U.S. Highway 1) as said right of way is shown on State Road Department’s Right of Way Map, recorded in Road Plat Book 2, pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said center line, a distance of 100 feet; thence Southerly, at right angles to said center line, a distance of 359 feet to a point in the Northerly right of way line of Northlake Boulevard as said right of way is described in Official Record Book 178, page 458, Public Records of Palm Beach County, Florida; thence Easterly along said Northerly right of way line, a distance of 100 feet; thence Northerly at right angles to said Northerly right of way line, a distance of 359 feet to the point of beginning.

(PCN: 68-43-42-16-07-000-0240)

**Parcel 17: 421 Northlake Boulevard**

PARCEL 1: LOT 27-A

All of the following parcel of land, LESS the South 150 feet thereof, in the Village of North Palm Beach Plat No. 5, according to the Plat thereof recorded in Plat Book 26, Page 6 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the centerline of the right-of-way of the Central and Southern Florida Flood Control District Canal C-17, as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186 of the Public Records of Palm Beach

County, Florida, said point being 949.66 feet westerly, measured along said centerline, from the westerly right-of-way line of State Road No. 5 (U.S. Highway One) as said right-of-way is shown on State Road Department' s Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, of the Public Records of Palm Beach County, Florida; thence westerly, along said centerline, a distance of 100 feet; thence southerly, at right angles to said centerline, a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard, as said right-of-way is described in Official Records Book 178, Page 458 of the Public Records of Palm Beach County, Florida; thence easterly, along said northerly right-of-way line, a distance of 100 feet; thence northerly, at right angles to said northerly right-of-way line, a distance of 359 feet to Point of Beginning.

PARCEL 2: LOT 26-A

All of the following parcel of land, LESS the South 150 feet thereof, in the Village of North Palm Beach Plat No. 5, according to the Plat thereof recorded in Plat Book 26, Page 6 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the centerline of the right-of-way of the Central and Southern Florida Flood Control District Canal C-17, as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186 of the Public Records of Palm Beach County, Florida, said point being 1049.66 feet westerly, measured along said centerline, from the westerly right-of-way line of State Road No. 5 (U.S. Highway One) as said right-of-way is shown on State Road Department' s Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, of the Public Records of Palm Beach County, Florida; thence westerly, along said centerline, a distance of 100 feet; thence southerly, at right angles to said centerline, a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard, as said right-of-way is described in Official Records Book 178, Page 458 of the Public Records of Palm Beach County, Florida; thence easterly, along said northerly right-of-way line, a distance of 100 feet; thence northerly, at right angles to said northerly right-of-way line, a distance of 359 feet to Point of Beginning.

PARCEL 3: LOT 27 AND A PORTION OF LOT 26

The South 150 feet of a parcel of land in the Village of North Palm Beach Plat No. 5, according to the Plat thereof recorded in Plat Book 26, Page 6 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the centerline of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17, as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186 of the Public Records of Palm Beach County, Florida, said point being 949.66 feet westerly, measured along said centerline, from the westerly right-of-way line of State Road No. 5(U.S. Highway One) as said right-of-way is shown on State Road Department's Right-of-Way Map recorded in

Road Plat Book 2, Pages 105 to 118, inclusive, of the Public Records of Palm Beach County, Florida; thence westerly, along said centerline, a distance of 114 feet; thence southerly, at right angles to said centerline, a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard, as said right-of-way is described in Official Record Book 178, Page 458 of the Public Records of Palm Beach County, Florida; thence easterly, along said northerly right-of-way line, a distance of 114 feet; thence northerly, at right angles to said northerly right-of-way line, a distance of 359 feet to the Point of Beginning.

PARCEL 4: LOT 25-A

All of the following parcel of land, LESS the South 150 feet thereof, in the Village of North Palm Beach Plat No. 5, according to the Plat thereof recorded in Plat Book 26, Page 6 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the centerline of the right-of-way of the Central and Southern Florida Flood Control District Canal C-17, as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186 of the Public Records of Palm Beach County, Florida, said point being 1149.66 feet westerly, measured along said centerline, from the westerly right-of-way line of State Road No. 5 (U.S. Highway One) as said right-of-way is shown on State Road Department' s Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, of the Public Records of Palm Beach County, Florida; thence westerly, along said centerline, a distance of 100 feet; thence southerly, at right angles to said centerline, a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard, as said right-of-way is described in Official Records Book 178, Page 458 of the Public Records of Palm Beach County, Florida; thence easterly, along said northerly right-of-way line, a distance of 100 feet; thence northerly, at right angles to said northerly right-of-way line, a distance of 359 feet to Point of Beginning.

PARCEL 5: LOT 25

The South 150 feet of a parcel of land in the Village of North Palm Beach Plat No. 5 according to the Plat thereof recorded in Plat Book 26, Page 6 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the centerline of the right-of-way of the Central and Southern Florida Flood Control Canal C-17, as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186 of the Public Records of Palm Beach County, Florida, said point being 1149.66 feet westerly, measured along said centerline, from the westerly right-of-way line of State Road No. 5 (U .S. Highway One) as said right-of-way is shown on State Road Department's Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, of the Public Records of Palm Beach County, Florida; thence westerly along said centerline a distance of 100 feet; thence Southerly, at right angles to said centerline, a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard, as said right-of-way is described in Official Record Book 178,

Page 458 of the Public Records of Palm Beach County, Florida; thence easterly, along said northerly right-of-way line a distance of 100 feet; thence northerly, at right angles to said northerly right-of-way line, a distance of 359 feet to the Point of Beginning.

**PARCEL 6: PORTION OF LOT 26**

The South 150 feet of a parcel of land in the Village of North Palm Beach Plat No. 5 according to the Plat thereof of recorded in Plat Book 26, Page 6 of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the centerline of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17, as said right-of-way is described in Easement Deed recorded in Deed Book 1156, Page 186 the Public Records of Palm Beach County, Florida, said point being 1063.66 feet westerly, measured along said centerline, from the westerly right-of-way line of State Road No. 5 (U.S. Highway One) as shown on State Road Department's Right-of-Way Map recorded in Road Plat Book 2, Pages 105 to 118, inclusive, of the Public Records of Palm Beach County, Florida; thence westerly along said centerline a distance of 86 feet; thence southerly, at right angles to said centerline a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard, as said right-of-way is described in Official Record Book 178, Page 458 of the Public Records of Palm Beach County, Florida; thence easterly, along said northerly right-of-way line, a distance of 86 feet; thence northerly, at right angles to said northerly right-of-way line, a distance of 359 feet to the Point of Beginning.

(PCN: 68-43-42-16-07-000-0250)

**Parcel 18: 401 Northlake Boulevard**

A PARCEL OF LAND LYING SECTIONS 16 AND 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE RIGHT-OF-WAY OF CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT (NOW KNOWN AS THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT) CANAL C-17 AS SAID RIGHT-OF-WAY IS DESCRIBED IN EASEMENT DEED RECORDED IN DEED BOOK 1156, PAGE 186 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING 624.66 FEET WESTERLY, MEASURED ALONG SAID CENTER LINE, FROM THE WESTERLY RIGHT-OF-WAY LINE OF SATE ROAD NO. 5 (U.S. HIGHWAY 1) AS SAID RIGHT-OF-WAY IS SHOWN ON STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP AS RECORDED IN ROAD PLAT BOOK 2, PAGES 105 TO 118, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WESTERLY, ALONG SAID CENTER LINE, A DISTANCE OF 325 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES TO SAID CENTER LINE, A DISTANCE OF 359 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHLAKE

BOULEVARD, AS SAID RIGHT-OF-WAY IS DESCRIBED IN OFFICIAL RECORD BOOK 178, PAGE 458 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400 FEET; THENCE NORTHERLY, AT RIGHT ANGLES TO SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 244 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT (NOW KNOWN AS SOUTH FLORIDA WATER MANAGEMENT DISTRICT) CANAL C-17, AS SAID RIGHT-OF-WAY IS DESCRIBED IN EASEMENT DEED RECORDED IN DEED BOOK 11565, PAGE 186 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 75.00 FEET; THENCE NORTHERLY, AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT-OF-WAY LINE, 115 FEET TO THE POINT OF BEGINNING.

(PCN: 68-43-42-16-07-000-0280)

**Parcel 19: 321 Northlake Boulevard**

Lots 32, 32A, 33 and 33A, being a portion of the parcel entitled "Not Included" on Plat No. 5, Village of North Palm Beach, according to the map or plat thereof as recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, and as described in Warranty Deeds recorded in O.R. Book 710, Page 496 and O.R. Book 712, Page 196, Public Records of Palm Beach County, Florida; as more particularly described as follows:

DESCRIPTION OF LOT 32

The South 150 feet of a parcel of land in the Village of North Palm Beach, Plat No. 5, according to the map or plat thereof as recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C-17, as said right-of-way is described in Easement Deed, recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 449.66 feet westerly, measured along said center line from the westerly right-of-way line of State Road No. 5, (U.S. Highway No. 1) as said right-of-way is shown on State Road Department's right-of-way map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence westerly along said center line, a distance of 100 feet; thence southerly, at right angles to said center line, a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard as said right-of-way is described in O.R. Book 178, Page 458, Public Records of Palm Beach County, Florida; thence easterly along said northerly right-of-way line, a distance of 100 feet; thence northerly, at right angles to said northerly right-of-way line, a distance of 359 feet to the Point of Beginning.

Subject to an easement for drainage over the westerly 6 feet thereof.

## DESCRIPTION OF LOT 32A

All of the following described parcel of land, less the South 150 feet thereof in the Village of North Beach, Plat No. 5, according to the map or plat thereof as recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C- 17, as said right-of-way is described in Easement Deed, recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 449.66 feet westerly, measured along said center line from the westerly right-of-way line of State Road No. 5, (U.S. Highway No. 1) as said right-of-way is shown on State Road Department's right-of-way map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence westerly along said center line, a distance of 100 feet; thence southerly, at right angles to said center line, a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard as said right-of-way is described in O.R. Book 178, Page 458, Public Records of Palm Beach County, Florida; thence easterly along said northerly right-of-way line, a distance of 100 feet; thence northerly at right angles to said northerly right-of-way line, a distance of 359 feet to the Point of Beginning.

Subject to an easement for drainage over the westerly 6 feet thereof.

Subject to the right-of-way of Canal C-17.

Subject to a 20-foot general utility easement which is parallel to, adjacent and South of, the southerly right-of-way line of Canal C-17.

## DESCRIPTION OF LOT 33

The South 150 feet of a parcel of land in the Village of North Palm Beach, Plat No. 5, according to the map or plat thereof as recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C- 17, as said right-of-way is described in Easement Deed, recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 349.66 feet westerly, measured along said center line from the westerly right-of-way line of State Road No. 5, (U.S. Highway No. 1) as said right-of-way is shown on State Road Department's right-of-way map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence westerly along said center line, a distance of 100 feet; thence southerly, at right angles to said center line, a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard as said right-of-way is described in O.R. Book 178, Page 458, Public Records of Palm Beach County, Florida; thence easterly along said northerly right-of-way line, a distance of 100 feet; thence northerly, at right angles to said northerly right-of-way line, a distance of 359 feet to the Point of Beginning.

## DESCRIPTION OF LOT 33A

All of the following described parcel of land, less the South 150 feet thereof in the Village of North Palm Beach, Plat No. 5, according to the map or plat thereof as recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the right-of-way of the Central and Southern Florida Flood Control District's Canal C- 17, as said right-of-way is described in Easement Deed, recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 349.66 feet westerly, measured along said center line from the westerly right-of-way line of State Road No. 5, (U.S. Highway No. 1) as said right-of-way is shown on State Road Department's right-of-way map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence westerly along said center line, a distance of 100 feet; thence southerly, at right angles to said center a distance of 359 feet to a point in the northerly right-of-way line of Northlake Boulevard as said right-of-way is described in O.R. Book 178, Page 458, Public Records of Palm Beach County, Florida; thence easterly along said northerly right-of-way line, a distance of 100 feet; thence northerly, at angles to said northerly right-of-way line, a distance of 359 feet to the Point of Beginning.

(PCN: 68-43-42-16-07-000-0320)

### **Parcel 20: 309 Northlake Boulevard**

#### Parcel 1:

A parcel of Lane in Tract A, Village of North Palm Beach, Plat No. 5, according to the plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the Right of Way of the Central and Southern Florida Flood Control District's Canal C-17 as said Right of Way is described in easement deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 112.57 feet Westerly, measured along said center line, from the Westerly Right of Way line of State Road No. 5 (U.S. Highway No. 1) as said Right of Way is shown on State Road Department's Right of Way Map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Southerly at right angles to said center line a distance of 219.00 feet to the point of beginning of the herein described parcel of land; thence continuing on the same course, a distance of 140 feet to a point in the Northerly Right of Way line of Northlake Boulevard as said Right of Way is described in O.R. Book 178, Page 458, Public Records of Palm Beach County, Florida; thence Easterly along said Northerly Right of Way line, a distance of 146.98 feet to the beginning of a curve concave to the Northwest and having a radius of 25 feet and a central angle of 100<sup>0</sup>09'00"; thence Easterly and Northerly along

the arc of said curve and along the boundary of said Tract A, a distance of 43.70 feet to the end of said curve; thence Northwesterly along the tangent of said curve and along the Easterly line of said Tract A, it being also the Westerly Right of Way line of State Road No. 5 (U.S. Highway No. 1) as said Right of Way is shown on State Road Department's Right of Way Map recorded in Road Plat Book 2, pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida, a distance of 112.35 feet; thence Westerly parallel to the North line of Tract A, a distance of 151.79 feet to the point of beginning.

A parcel of land in Tract A, Village of Northach, Plat No. 5, according to the plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point of intersection of the center line of the Right of Way of the Central and Southern Florida Flood Control District's Canal C-17, as said Right of Way is described in easement deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, and the Westerly Right of Way line of State Road No. 5 (U. S. Highway No. 1) as said Right of Way is shown on State Road Department's Right of Way Map, recorded in Road Plat Book 2, pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly measured along said center line, a distance of 112.57 feet; thence southerly at right angles to said center line, a distance of 219.00 feet; thence easterly, parallel to the said center line, a distance of 151.79 feet, to a point in the Easterly line of said Tract A, being also the Westerly Right of Way line of State Road No. 5 (U. S. Highway 1) as said Right of Way is shown on State Road Department's Right of Way Map, recorded Road Plat Book 2, pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Northwesterly along said Right of Way line and the Easterly boundary of said Tract A, a distance of 222.48 feet to the point of beginning.

Also described as a piece, parcel or tract of land situate, lying and being in Tract A, Village of North Palm Beach Plat No. 5, according to the plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as:

Beginning at a point of intersection of the center line of the Right of Way of the Central and Southern Florida Flood Control District's Canal C-17, as said Right of Way is described in easement recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, and the Westerly Right of Way line of State Road No. 5 (U. S. Highway No. 1) as said Right of Way is shown on State Road Department's Right of Way Map, recorded in Road Plat Book 2, Pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly measured along said center line a distance of 112.57 feet; thence Southerly at right angles to said center line a distance of 359 feet to a point in the Northerly Right of Way line of Northlake Boulevard as said Right of Way is described in O.R. Book 178, Page 458, Public Records of said County, thence Easterly along said Northerly Right of Way line, a distance of 146.98 feet to the beginning of a curve concave to the Northwest and having a radius of 25 feet and a central angle of 100°09'00"; thence Easterly and Northerly along the arc of said curve and along the

boundary of said Tract A, a distance of 43.70 feet to the end of said curve; thence Northwesterly along the tangent to said curve and along the easterly line of said Tract A, and the Westerly Right of Way line of State Road No. 5 (U. S. Highway No. 1) as shown in Road Plat Book 2, pages 105 to 118, inclusive, as aforesaid, a distance of 334.83 feet to the point of beginning.

Parcel 2:

The South 150 feet of a parcel of land in Tract A, Village of North Palm Beach, Plat No. 5, according to the plat thereof, recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the Right of Way of the Central and Southern Florida Flood Control District's Canal C-17, as said Right of Way is described in easement deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 112.57 feet Westerly, measured along said center line, from the Westerly Right of Way line of State Road No. 5, (U. S. Highway No. 1) as said Right of Way is shown on State Road Department's Right of Way Map, recorded in Road Plat Book 2, pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said center line, a distance of 137.09 feet; thence southerly, at right angles to said center line, a distance of 359 feet; to a point in the Northerly Right of Way line of Northlake Boulevard, as said Right of Way is described in O.R. Book 178, Page 458; Public Records of Palm Beach County, Florida; thence Easterly along said Northerly Right of Way line, a distance of 137.09 feet; thence Northerly at right angles to said Northerly Right of Way line, a distance of 359 feet to the point of beginning.

Description of Lot 35A

All of the following described parcel of land, less the South 150 feet thereof in Tract A, Village of North Palm Beach Plat No. 5, according to the plat thereof, recorded in Plat Book 26, page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the Right of Way of the Central and Southern Florida Flood Control District's Canal C-17, as said Right of Way is described in easement deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point being 112.57 feet Westerly measured along said center line, from the Westerly Right of Way line of State Road No. 5 (U. S. Highway No. 1) as said Right of Way is shown on State Road Department's Right of Way Map, recorded in Road Plat Book 2, pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said center line, a distance of 137.09 feet; thence Southerly, at right angles to said center line a distance of 359 feet to a point in the Northerly Right of Way line of Northlake Boulevard, as said Right of Way is described in O.R. Book 178, Page 458, Public Records of Palm Beach County, Florida; thence Easterly along said Northerly Right of Way line, a distance of 137.09 feet; thence Northerly at right angles to said Northerly Right of Way line a distance of 359 feet to the point of beginning.

Parcel 3:

The South 150 feet of a parcel of land in the Village of North Palm Beach, Plat No. 5, according to the plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the Right of Way of the Central and Southern Florida Flood Control District's Canal C-17, as said right of way is described in easement deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point of beginning 249.66 feet Westerly, measured along said center line from the Westerly Right of Way line of State Road No. 5 (U. S. Highway No. 1) as said Right of Way is shown on State Road Department's Right of Way Map, recorded in Road Plat Book 2, pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said center line a distance of 100 feet; thence southerly at right angles to said center line a distance of 359 feet to a point in the Northerly right of way line of Northlake Boulevard as said Right of Way is described in O.R. Book 178, Page 458, Public Records of Palm Beach County, Florida; thence easterly along said Northerly Right of Way Line a distance of 100 feet; thence Northerly at right angles to said Northerly Right of Way line a distance of 359 feet to the point of beginning.

Description of Lot 34A:

All of the following described parcel of land, less the South 150 feet thereof, in the Village of North Palm Beach, Plat No. 5, according to the plat thereof recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the center line of the Right of Way of the Central and Southern Florida Flood Control District's Canal C-17, as said right of way is described in easement deed recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, said point of beginning 249.66 feet Westerly, measured along said center line from the Westerly Right of Way line of State Road No. 5 (U. S. Highway No. 1) as said Right of Way is shown on State Road Department's Right of Way Map, recorded in Road Plat Book 2, pages 105 to 118, inclusive, Public Records of Palm Beach County, Florida; thence Westerly along said center line a distance of 100 feet; thence Southerly at right angles to said center line a distance of 359 feet to a point in the Northerly right of way line of Northlake Boulevard as said Right of Way is described in O.R. Book 178, Page 458, Public Records of Palm Beach County, Florida; thence easterly along said Northerly Right of Way line a distance of 100 feet; thence Northerly at right angles to said Northerly Right of Way line a distance of 359 feet to the boing of beginning.

All of the above subject to the right of way of Canal C-17, AND

SUBJECT to a 20 foot general utility easement which is parallel to, adjacent and South of, the Southerly Right of Way of Canal C-17.

Parcel 4:

A parcel of land located in Section 16, Township 42 South, Range 43 East, Palm Beach County, Florida, lying in the Right of Way of the Central and Southern Florida Flood Control Districts C-17 Canal as recorded in Deed Book 1156, Page 186, Public Records of Palm Beach County, Florida, more particularly described as follows:

Begin at the Northeast corner of Tract A of the Village of North Palm Beach Plat No. 5 as recorded in Plat Book 26, Page 6, Public Records of Palm Beach County, Florida, thence along the North boundary line of said Tract A and the Westerly extension thereof. Being also the South Right of Way line of the said C-17 Canal, South  $89^{\circ}23'27''$  West for 370.25 feet; thence North  $00^{\circ}36'33''$  West for 25.00 feet to a line lying 25 feet North of, and parallel with the said South Right of Line of the C-17 Canal; thence along said parallel line North  $89^{\circ}23'27''$  East for 365.77 feet to the Westerly Right of Way line of U.S. Highway No. 1 as recorded in Road Plat Book 2, Page 105, Public Records of Palm Beach County, Florida; thence along said Westerly Right of Way line South  $10^{\circ}45'33''$  East for 254.0 feet to the Point of Beginning.

(PCN: 68-43-42-16-05-056-0010)



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

4  
5 Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby  
6 repealed to the extent of such conflict.

7  
8 Section 6. This Ordinance shall become effective immediately upon adoption.

9  
10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

11  
12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.

14  
15  
16 \_\_\_\_\_  
17 MAYOR

18  
19 ATTEST:

20  
21 \_\_\_\_\_  
22 VILLAGE CLERK

23  
24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:

27  
28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

**Parcel 1: 633 Northlake Boulevard**

Lot 15, Block 37, VILLAGE OF NORTH PALM BEACH, Plat No. 3, Palm Beach County, Florida, Less a parcel more particularly described as follows: Beginning at the westerly corner of Lot 16, Block 37, VILLAGE OF NORTH PALM BEACH, Plat No. 3, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 25, Pages 175 and 176; thence northerly parallel to the easterly line of said Lot 16 a distance of 126.70 feet, more or less, to a point in a line parallel to the northerly line of Lot 15, Block 37, of said Plat No. 3; thence northeasterly along said parallel line a distance of 35.86 feet, more or less, to the northwesterly corner of said Lot 16; thence southerly along the westerly line of said Lot 16 a distance of 143.91 feet, more or less, to the point of beginning.

(PCN: 68-43-42-16-04-037-0151)

**Parcel 2: 631 Northlake Boulevard**

Lot 16, Block 37, VILLAGE OF NORTH PALM BEACH, PLAT NO. 3, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 25, Page 175 and 176, and

A parcel of land in Lot 15, Block 37, Village of North Palm Beach, Plat No. 3, Palm Beach County, Florida, more particularly described as follows:

Beginning at the westerly corner of Lot 16, Block 37, Village of North Palm Beach, Plat No. 3, according to the plat thereof, on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 25, Pages 175 and 176; thence, northerly parallel to the easterly line of said lot 16, a distance of 126.70 feet, more or less, to a point in a line parallel to the northerly line of Lot 15, Block 37, of said Plat No. 3; thence northeasterly along said parallel line, a distance of 35.86 feet, more or less, to the northwesterly corner of said Lot 16; thence southerly along the westerly line of said Lot 16, a distance of 142.91 feet, more or less, to the POINT OF BEGINNING.

(PCN: 68-43-42-16-04-037-0152)

**Parcel 3: 621 Northlake Boulevard**

Lot 1, Block 38, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-038-0010)

**Parcel 4: 619 Northlake Boulevard**

The West 54.9 feet of Lot 2, Block 38, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-038-0021)

**Parcel 5: 617 Northlake Boulevard**

The East 25.1 feet of Lot 2, Block 38, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-038-0022)

**Parcel 6: 613 Northlake Boulevard**

Lot 3, Block 38, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-038-0030)

**Parcel 7: 609 Northlake Boulevard**

Lot 4, Block 38, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-038-0040)

**Parcel 8: 601 Northlake Boulevard**

Lots 5 and 6, Block 38, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-038-0050)



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

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

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

**Parcel 1: 721 Northlake Boulevard**

Lot 5, Block 37, VILLAGE OF NORTH PALM BEACH, Plat No. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 25, Pages 175 and 176; and

All of Lot 6, Block 37, VILLAGE OF NORTH PALM BEACH, Plat No. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 25, Pages 175 and 176, less the following portion of said Lot 6: Beginning at the Southeast corner of said Lot 6; thence Westerly, along the South line of said Lot 6, a distance of 48 feet; thence Northerly, at right angles to the preceding course, a distance of 139.95 feet, to a point in a line parallel with, 32.50 feet Southeasterly from and measured at right angles to the Northwesterly line of said Lot 6; then Northeasterly, along said parallel line, a distance of 62.89 feet to the Northeasterly line of said Lot 6; thence Southeasterly along said Northeasterly line a distance of 35 feet to the Northeast corner of said Lot 6, and thence Southwesterly, along the East line of said Lot 6, a distance of 144.19 feet to the Point of Beginning.

(PCN: 68-43-42-16-04-037-0061)

**Parcel 2: 719 Northlake Boulevard**

A parcel of land lying in Lot 6, Block 37, Village of North Palm Beach, Plat No. 3, Florida, according to the Plat thereof, as recorded in Plat Book 25, Page 175 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Lot 6; thence, Westerly, along the South line of said Lot 6, a distance of 48 feet; thence, Northerly, at right angles to the preceding course, a distance of 139.95 feet to a point in a line parallel with, 32.50 feet Southeasterly from and measured at right angles to the Northwesterly line of said Lot 6; thence Northeasterly, along said parallel line, a distance of 62.89 feet to the Northeasterly line of said Lot 6; thence, Southeasterly, along said Northeasterly line, a distance of 35 feet to the Northeast corner of said Lot 6; thence, Southwesterly, along the East line of said Lot 6, a distance of 144.19 feet to the Point of Beginning.

(PCN: 68-43-42-16-04-037-0062)

**Parcel 3: 715 Northlake Boulevard**

Lot 7, Block 37, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-037-0070)

**Parcel 4: 707 Northlake Boulevard**

Lots 8 and 9, Block 37, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-037-0080)

**Parcel 5: 701 Northlake Boulevard**

Lot 10, Block 37, Village of North Palm Beach Plat No. 3, according to the plat thereof as recorded in Plat Book 25, Page 175, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-16-04-037-0100)



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

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

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

**Parcel 1: 819 Northlake Boulevard**

The East 150 feet of the West 183 feet of the South one-third (S 1/3) of the Southwest one-quarter, of the Southwest one-quarter, of the Southeast one-quarter, of Section 17, Township 42 South, Range 43 East, LESS the South 45 feet thereof for roadway purposes.

ALSO LESS

Being a parcel of land in the Southeast one-quarter (S.E. ¼) of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commence at the South quarter corner of said Section 17; thence. North 01°57'23" East along the center line of Prosperity Farms Road, a distance of 45.00 feet to its intersection with the Westerly prolongation of the North Right-of-Way line of Northlake Boulevard; thence South 88°02'18" East along said Westerly prolongation, a distance of 33 feet to the East Right-of- Way line of Prosperity Farms Road and the Point of Beginning; thence North 01°57'2" East along said East right-of-way line of Prosperity Farms Road, a distance of 176.37 feet to the North line of the South one-third (S 1/3) of the Southwest one quarter (S.W. 1/4) of the Southwest one-quarter (S.W. 1/4) of the Southeast one-quarter (S.E. 1/4) of said Section 17; thence South 88°01'18" East along said North line a distance of 7.00 feet to the Southwest corner of FAIRHAVEN ADDITION TO VILLAGE OF NORTH PALM BEACH, recorded in Plat Book 27, Page 90 of the Public Records of Palm Beach County, Florida.; thence South 01°57'23" West along a line parallel with and distant East 7.00 feet by rectangular measurement from the said East Right-of-Way line of Prosperity Farms Road, a distance of 151.37 feet; thence South 43°02'28" East, a distance of 35.35 feet to a point on the said North Right-of-Way line of Northlake Boulevard; thence North 88°02'18" West along said North Right-of-Way line, a distance of 32.00 feet to the Point of Beginning.

(PCN: 68-43-42-17-00-000-5060)

**Parcel 2: 807 Northlake Boulevard**

The West 90 feet of the East 417 Feet of the West 600 Feet of the South One-Third of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida.

LESS AND EXCEPT the South 45 feet thereof, as set forth in Official Record Book 1029, Page 55, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-00-000-5130)

**Parcel 3: 791 Northlake Boulevard**

East 110 feet of the West 200 feet of the East 417 feet of the West 600 feet of the South One-Third of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida.

(PCN: 68-43-42-17-00-000-5070)

**Parcel 4: 783 Northlake Boulevard**

West 111 feet of the East 217 feet of the West 600 feet of the South 1/3 of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida.

(PCN: 68-43-42-17-00-000-5080)

**Parcel 5: 775 Northlake Boulevard**

The East 106 feet of the West 600 feet of the South  $\frac{1}{3}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida, less the South 45 feet of the above referenced property being State Road right of way, as described in Official Records Book 1029, Page 55, Public Records of Palm Beach County, Florida

(PCN: 68-43-42-17-00-000-5090)

**Parcel 6: 763 Northlake Boulevard**

The East 116 feet of the West 716 feet of the South  $\frac{1}{3}$  of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida, less the South 45 feet of the above referenced property being State Road right of way, as described in Official Records Book 1029, Page 55, Public Records of Palm Beach County, Florida

(PCN: 68-43-42-17-00-000-5040)

**Parcel 7: 751 Northlake Boulevard**

The South One-Third (S  $\frac{1}{3}$  of the West Three-Quarters (W  $\frac{3}{4}$ ) of the South One-Half (S  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 17, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida. Less and except the West 716.0 feet and the East 110.0 feet thereof, and also less and except the South 45.0 feet thereof as public right-of-way for Northlake Boulevard

AND

The East 110 feet of the South One-Third (S 1/3) of the West Three-Quarters (W 3/4) of the South One-Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida. Less and except the South 45.0 feet thereof as public right-of-way for Northlake Boulevard.

(PCN: 68-43-42-17-00-000-5050)

**Parcel 8: 731 Northlake Boulevard**

The East 110 feet of the South 1/3 of the West 3/4 of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida; less and except the South 45.0 feet thereof as public right-of-way for Northlake Boulevard.

(PCN: 68-43-42-17-00-000-5100)

**Parcel 9: 727 Northlake Boulevard**

All that certain parcel of land situate in the VILLAGE OF NORTH PALM BEACH, Palm Beach County, Florida, being all of Lot 20, Block 36, VILLAGE OF NORTH PALM BEACH, PLAT NO. 3, as recorded in Plat Book 25, Page 176, Palm Beach County Public Records, and more particularly described according to a survey thereof dated February 26, 1963, by David E. Brady, Registered Surveyor of Palm Beach, Florida, as follows:

BEGINNING at an iron pipe in the Northerly right-of-way line of Northlake Boulevard (90 foot right-of-way) at the Southwesterly end of the curved highway right-of-way which connects the said line of Northlake Boulevard with the Westerly right-of-way line of Northlake Drive (60 foot right-of-way), extending thence

(1) along the said line of Northlake Boulevard North 88 degrees 4 minutes 4 seconds West 98.83 feet to an iron pipe in line of land now or formerly of Northlake Properties; thence

(2) along said line of land of Northlake Properties North 01 degrees 55 minutes 11 seconds East 131.63 feet to an iron pipe in another line of land now or formerly of Northlake Properties;

(3) along said other line of land of Northlake Properties South 88 degrees 4 minutes 11 seconds East 123.86 feet to a wood stake in the said line of Northlake Drive; thence

(4) along the said line of Northlake Drive South 01 degrees 55 minutes 49 seconds West 106.64 feet to the Northeasterly end of the above mentioned curved highway right-of-way connecting line; thence

(5) Southwesterly along the said connection line along a curve to the right with a radius of 25 feet the arc distance of 39.27 feet (said curve having a central angle of 90 degrees 00 minutes 07 seconds) to the PLACE OF BEGINNING.

(PCN: 68-43-42-16-04-036-0200)



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

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

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

**Parcel 1: 9021 Alternate A1A**

PARCEL NO. 1: Lot 1, Rivard Subdivision, according to the plat thereof, recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County, Florida:

LESS AND EXCEPT: that part of Lot 1, according to the Plat of Rivard Subdivision, as recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County, Florida, in Section 17, Township 42 South, Range 43 East; said part being more particularly described as follows:

The Westerly 10 feet on Lot 1, less the South 45 feet thereof, according the Plat of the Rivard Subdivision as recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County, Florida, in Section 17, Township 42 South, Range 43 East.

PARCEL NO. 2: The North 109 feet of the South 154 feet of Lot 3, Rivard Subdivision, recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County, Florida, further described as follows:

Commencing at the intersection of the Easterly right-of-way line of State Road A1A with the North right-of-way line of Northlake Boulevard (State Road 809), thence on a bearing of South 88°28'03" East, along said North right-of-way line, a distance of 115.05 feet to the West line of said Lot 3 and the point of beginning; thence North 1°06'57" East along said West line, a distance of 109.00 feet; thence South 88°18'03" East, a distance of 110.00 feet to the East line of said Lot 3; thence South 1°06'57" West, along the East line, a distance of 109.00 feet to the said North right-of-way line; thence North 88°28'03" West, along said right-of-way line, a distance of 110.00 feet to the Point of Beginning.

Less and Except all rights-of-way from Both Parcels 1 and 2 above, including but not limited to the land described in that certain Right-of-Way Deed recorded July 10, 1989, in Official Records Book 6125 page 169, of the Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-06-000-0010)

**Parcel 2: 2579 Northlake Boulevard**

Lot 4, less the south 45 thereof, Rivard Subdivision, as recorded in Plat Book 21, Page 12 of the Public Records of Palm Beach County Florida and less the north 5 feet hereof and less than portion described as follows:

Commence at the Southwest corner of said Lot 4; thence North 0°30'56" East, along the West line of said Lot 4, a distance of 45.01 feet, to the point of beginning; thence continue

North 0°30'56" East, 8.00 feet; thence South 88°04'04" East, 14.00 feet; thence South 79°00'46" East, 50.83 feet to a point on the North right-of-way of Northlake Boulevard, per Official Recorded Book 197, Page 219 and Official Records Book 1029, Page 55; thence North 88°04'04" West along said North right-of-way line, a distance of 64.00 feet to the point of beginning.

(PCN: 68-43-42-17-06-000-0040)

**Parcel 3: 2561 Northlake Boulevard**

Lot 5, less the South 52 feet for the Right-of-Way of Northlake Boulevard and the North 5 feet for the Right-of-Way of Park Road, of the Plat of Rivard Subdivision, according to the Plat thereof, as recorded in Plat Book 21, Page 21 of the Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-06-000-0050)

**Parcel 4: 2545 Northlake Boulevard**

Lot 6, LESS the South 52 feet for the right-of-way for Northlake Boulevard and less the North 5 feet for the right-of-way for Park Road, and Less the East 33 feet of the South 195 feet thereof, and TOGETHER with the South 108.16 feet of the North 113.16 feet of Lot 7, LESS the Easterly 21 feet for the right of way for Prosperity Farms Road, Plat of Rivard Subdivision as recorded in Plat Book 21, Page 21 of the Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-06-000-0061)

**Parcel 5: 9009 Prosperity Farms Road**

The South 195 feet of Lot 7 and the East 33 feet of the South 195 feet of Lot 6, less the South 45 feet for road purposes, of Rivard Subdivision, according to the Plat thereof as recorded in Plat Book 21, Page 12 of the public Records of Palm Beach County, Florida.

Less and excepting therefrom those lands conveyed to Palm Beach County for road purposes in instrument recorded in Official Records Book 6047, Page 1318, as corrected by instrument recorded in Official Records Book 6101, Page 1756, Public Records of Palm Beach County, Florida.

(PCN: 68-43-42-17-06-000-0062)

1 **ORDINANCE NO. 2020-\_\_\_\_\_**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF  
5 PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE  
6 NORTH OF THE C-17 CANAL (400 U.S. HIGHWAY ONE) TOTALING  
7 APPROXIMATELY 1.76 ACRES, AS MORE PARTICULARLY  
8 DESCRIBED HEREIN, FROM THE CB COMMERCIAL DISTRICT TO  
9 THE C-MU US-1 MIXED USE DISTRICT; AMENDING THE OFFICIAL  
10 ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR  
11 CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

12  
13 WHEREAS, in connection with the update to its commercial zoning districts to implement  
14 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
15 designation of a parcel of property located on the west side of U.S. Highway One north of  
16 the C-17 Canal right-of-way (400 U.S. Highway One) totaling approximately 1.76 acres,  
17 as more particularly described in Exhibit “A” attached hereto and incorporated herein  
18 (“Property”), from the C-B Commercial District to the C-MU US-1 Mixed Use District;  
19 and

20  
21 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
22 Planning Agency, conducted a public hearing on the rezoning application; and

23  
24 WHEREAS, having considered the recommendation of the Planning Commission and the  
25 evidence and testimony presented during the course of two public hearings, the Village  
26 Council determines that the rezoning request complies with all requirements and provisions  
27 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
28 the residents and citizens of the Village.

29  
30 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF NORTH  
31 PALM BEACH, FLORIDA as follows:

32  
33 Section 1. The foregoing whereas clauses are hereby ratified as true and correct and  
34 are incorporated herein.

35  
36 Section 2. The Village Council hereby rezones a parcel of real property located on the  
37 west side of U.S. Highway One north of the C-17 Canal right-of-way, as more particularly  
38 described in Exhibit “A” attached hereto and incorporated herein, from the Village’s CB  
39 Commercial District to the C-MU US-1 Mixed Use District.

40  
41 Section 3. The Village Council hereby directs Village Administration to ensure that  
42 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.

43  
44 Section 4. If any section, paragraph, sentence, clause, phrase or word of this ordinance  
45 is for any reason held by a Court to be unconstitutional, inoperative or void, such holding  
46 shall not affect the remainder of this Ordinance.

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

3  
4 Section 6. This Ordinance shall become effective immediately upon adoption.

5  
6 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
9 \_\_\_\_\_, 2020.

10  
11  
12 \_\_\_\_\_  
13 MAYOR

14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 VILLAGE CLERK

19  
20  
21 APPROVED AS TO FORM AND  
22 LEGAL SUFFICIENCY:

23  
24 \_\_\_\_\_  
25 VILLAGE ATTORNEY

## EXHIBIT "A"

### Legal Description

A parcel of land lying in Section 16, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida, more particularly described as follows:

Beginning at the intersection of the Easterly right of way line of U.S. Highway #1 with the North right of way line of Canal C-17 as now-established; Thence, on an assumed bearing of due East along the said North right of way line of Canal C-17, a distance of 233.50 feet; thence N 10°09'00" W, a distance of 43.37 feet; Thence N 37°27'47" E, a distance of 189.55 feet; Thence N 10°09'00" W, a distance of 49 feet; Thence S 79°41'56" W, a distance of 364.71 feet to a point in the aforesaid Easterly right of way line of U.S. Highway #1 as no established; thence S 21°10'13" E, a distance of 24.64 feet; Thence S 10°09'00" E, along said right of way line a distance of 155.62 feet to the Point of Beginning.

Together with:

A parcel of land lying in Section 16, Township 42 South, Range 43 East, Village of North Palm Beach, Florida, more particularly described as follows:

The West 233.66 feet of the following described property; Beginning at the intersection of the Easterly right of way line of U.S. Highway #1 with the North right of way line of Canal C-17; thence on an assumed bearing of due East, along said North right of way line, a distance of 942.63 feet; thence due South, a distance of 30.30 feet to the face of an existing bulkhead; thence due West along the face of said bulkhead, a distance of 937.21 feet to the said Easterly right of way line of U.S. Highway #1, thence N 10°09'00" West, along said Easterly right of way line a distance of 30.78 feet to the Point of Beginning.

Together described as:

A portion of Section 16, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

BEGIN at the intersection of the Northerly right-of-way line of Canal C-17 with the Easterly right-of-way line of U.S. Highway 1 (130 foot right-of-way); thence North 10°09'00" West along the said Easterly right-of-way line a distance of 155.62 feet to a nail; thence North 21°10'13" West along said right-of-way line a distance of 24.64 feet to a rebar; thence North 79°41'56" East a distance of 364.71 feet to a rebar; thence South 10°09'00" East a distance of 49.00 feet to a rebar; thence South 37°27'47" West a distance of 189.55 feet to a rebar; thence South 10°09'00" East a distance of 43.37 feet to a rebar lying on said Northerly right-of-way line of Canal C-17; thence North 90°00'00" East along said Northerly right-of-way line a distance of 10.16 feet to a rebar; thence South 10°09'00" East a distance of 29.34 feet to a drill hole in the bulkhead wall of said Canal C-17; thence North 89°56'06" West along the face of said bulkhead wall a distance of 233.66 feet to a

rebar lying on said Easterly right-of-way line of U.S. Highway 1; thence North 10°09'00"  
West a distance of 29.07 feet to the POINT OF BEGINNING.

PCN: 68-43-42-16-00-004-0012



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

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

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lots A and B, Plat No. 2, PALM BEACH LAKE WORTH ESTATES, according to the plat thereof recorded in Plat Book 35, Page 143 of the Public Records of Palm Beach County, Florida.

PCN: 68-43-42-16-23-001-0000



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

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

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Tracts A and B, POETS WALK MEMORY CARE, according to the plat thereof recorded in Plat Book 125, Page 112 of the public records of Palm beach County, Florida

PCN's: 68-43-42-16-34-001-0000  
68-43-42-16-34-002-0000



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

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

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

## EXHIBIT "A"

### Legal Description

A parcel of land lying in Section 16, Township 42 South, Range 43 East, Village of North Palm Beach, Palm Beach County, Florida, more particularly described as follows: Beginning at the intersection of the North right of way line of Canal C-17 with the Easterly right of way line of U.S. Highway No. 1 as said intersection is shown on the plat of Palm Beach Lake Worth Estates recorded in Plat Book 25, page 169, public records of Palm Beach County, Florida; thence on an assumed bearing of North 10°09'00" West, along said Easterly right of way line, a distance of 24.16 feet to the beginning of a curve concave to the East, having a radius of 19,043.55 feet and a central angle of 00°50'58"; thence Northwesterly along the arc of said curve, a distance of 281.44 feet to the point of a compound curvature with a curve concave to the Southeast, having a radius of 25 feet and a central angle of 88°47'17"; thence Northerly and Northeasterly along the arc of said curve, a distance of 38.74 feet to the point of reverse curvature with the curve concave to the North, having a radius of 1101.60 feet and a central angle of 09°02'21"; thence Northeasterly, along the arc of said curve, a distance of 173.79 feet to the end of said curve; thence North 70°26'44" East, along a line tangent to the preceding curve, a distance of 91.48 feet to the beginning of a curve concave to the South, having a radius of 219.60 feet and a central angle of 06°09'20"; thence Northeasterly along the arc of said curve, a distance of 23.40 feet to the point of compound curvature with a curve concave to the Southwest, having a radius of 25 feet and a central angle of 93°14'56"; thence Easterly and Southeasterly, along the arc of said curve, a distance of 40.69 feet to the end of said curve; thence South 10°09'00" East, along a line tangent to the preceding curve, a distance of 260.41 feet; thence North 66°17'10" East, a distance of 18.00 feet; thence South 10°09'00" East, a distance of 22.48 feet to the beginning of a curve concave to the Northeast and having a radius of 75 feet; thence Southeasterly, along the arc of said curve, and through an angle of 33°33'34" a distance of 43.93 feet; thence South 10°09'00" East, a distance of 18.20 feet; thence South 79°41'56" West, a distance of 10.00 feet; thence North 10°09'00" West, a distance of 1.82 feet; thence South 79°41'56" West, a distance of 360 feet to the Point of Beginning.

PCN: 68-43-42-16-00-004-0011



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

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

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lots 11 and 12, FAIRHAVEN ADDITION TO VILLAGE OF NORTH PALM BEACH,  
according to the plat thereof recorded in Plat Book 27, Page 90 of the public records of  
Palm Beach County, Florida

PCN: 68-43-42-17-10-000-0110



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

3  
4 Section 6. This Ordinance shall become effective immediately upon adoption.

5  
6 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
9 \_\_\_\_\_, 2020.

10  
11  
12 \_\_\_\_\_  
13 MAYOR

14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 VILLAGE CLERK

19  
20  
21 APPROVED AS TO FORM AND  
22 LEGAL SUFFICIENCY:

23  
24 \_\_\_\_\_  
25 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Parcels B, D and E, MARINA ADDITION TO VILLAGE OF NORTH PALM BEACH, according to the plat thereof recorded in Plat Book 27, Page 98 of the public records of Palm Beach County, Florida

AND

Parcels C and F, REPLAT OF A PORTION OF MARINA ADDITION TO VILLAGE OF NORTH PALM BEACH, recorded in Plat Book 28, Page 172 of the public records of Palm Beach County, Florida

PCN: 68-43-42-09-02-002-0000

1 **ORDINANCE NO. 2020-\_\_\_\_\_**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
4 NORTH PALM BEACH, FLORIDA, REZONING A PARCEL OF  
5 PROPERTY LOCATED ON THE NORTHEAST CORNER OF  
6 CASTLEWOOD DRIVE AND WETTAW LANE (200 CASTLEWOOD  
7 DRIVE) TOTALING APPROXIMATELY 0.77 ACRES, AS MORE  
8 PARTICULARLY DESCRIBED HEREIN, FROM THE C-1A LIMITED  
9 COMMERCIAL DISTRICT TO THE C-S SHOPPING COMMERCIAL  
10 DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING  
11 FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND  
12 PROVIDING FOR AN EFFECTIVE DATE.

13  
14 WHEREAS, in connection with the update to its commercial zoning districts to implement  
15 the Citizen’s Master Plan Report, the Village is initiating an amendment to the zoning  
16 designation of a parcel of property located on the northeast corner of Castlewood Drive  
17 and Wettaw Lane (200 Castlewood Drive) totaling approximately 0.77 acres, as more  
18 particularly described in Exhibit “A” attached hereto and incorporated herein (“Property”),  
19 from the C-1A Limited Commercial District to the C-S Shopping Commercial District; and  
20

21 WHEREAS, on September 1, 2020, the Village Planning Commission, sitting as the Local  
22 Planning Agency, conducted a public hearing on the rezoning application; and  
23

24 WHEREAS, having considered the recommendation of the Planning Commission and the  
25 evidence and testimony presented during the course of two public hearings, the Village  
26 Council determines that the rezoning request complies with all requirements and provisions  
27 of the Village’s Comprehensive Plan and Code of Ordinances and is in the best interests of  
28 the residents and citizens of the Village.  
29

30 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF NORTH  
31 PALM BEACH, FLORIDA as follows:  
32

33 Section 1. The foregoing whereas clauses are hereby ratified as true and correct and  
34 are incorporated herein.  
35

36 Section 2. The Village Council hereby rezones a parcel of real property located on the  
37 northeast corner of Castlewood Drive and Wettaw Lane, as more particularly described in  
38 Exhibit “A” attached hereto and incorporated herein, from the Village’s C-1A Limited  
39 Commercial District to the C-S Shopping Commercial District.  
40

41 Section 3. The Village Council hereby directs Village Administration to ensure that  
42 the Village’s Official Zoning Map is amended to reflect the rezoning of the Property.  
43

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

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

3  
4 Section 6. This Ordinance shall become effective immediately upon adoption.

5  
6 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF  
9 \_\_\_\_\_, 2020.

10  
11  
12 \_\_\_\_\_  
13 MAYOR

14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 VILLAGE CLERK

19  
20  
21 APPROVED AS TO FORM AND  
22 LEGAL SUFFICIENCY:

23  
24 \_\_\_\_\_  
25 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lots 158, 159 and 160, LESS the East 51.67 feet of Lot 160, PALM BEACH LAKE WORTH ESTATES, according to the plat thereof recorded in Plat Book 25, Page 167 of the public records of Palm beach County, Florida

PCN: 68-43-42-16-01-000-1580



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

3  
4 Section 6. This Ordinance shall become effective immediately upon adoption.

5  
6 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF  
9 \_\_\_\_\_, 2020.

10  
11  
12 \_\_\_\_\_  
13 MAYOR

14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 VILLAGE CLERK

19  
20  
21 APPROVED AS TO FORM AND  
22 LEGAL SUFFICIENCY:

23  
24 \_\_\_\_\_  
25 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lots 127 and 128, PALM BEACH LAKE WORTH ESTATES, according to the plat thereof recorded in Plat Book 25, Page 167 of the public records of Palm beach County, Florida

PCN: 68-43-42-16-01-000-1270



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

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

8 Section 6. This Ordinance shall become effective immediately upon adoption.  
9

10 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
13 \_\_\_\_\_, 2020.  
14

15  
16 \_\_\_\_\_  
17 MAYOR  
18

19 ATTEST:  
20

21 \_\_\_\_\_  
22 VILLAGE CLERK  
23

24  
25 APPROVED AS TO FORM AND  
26 LEGAL SUFFICIENCY:  
27

28 \_\_\_\_\_  
29 VILLAGE ATTORNEY

EXHIBIT "A"

Legal Description

Lot 1, MARINA ADDITION TO THE VILLAGE OF NORTH PALM BEACH, according to the plat thereof recorded in Plat Book 27, Page 98 of the public records of Palm beach County, Florida

PCN: 68-43-42-09-02-000-0010

VILLAGE OF NORTH PALM BEACH

GOLF ADVISORY BOARD

MINUTES of August 17, 2020

I. CALL TO ORDER

- A. The Zoom meeting of the Board was called to order by Chairman Steve Mathison at 6:00 p.m.

II. ROLL CALL

A. Present:

Stephen Mathison – Chairman

Rich Pizzolato – Vice Chairman

Curtis Witters – Secretary

David Talley – Member

Jeff Irish – Member

Jeff Egizio – Member

Landon Wells - Member

B. Staff Members Present:

Allan Bowman, Director of Golf

Beth Davis, General Manager

C. Council Members Present:

D. Public Present:

Absent:

x

III. APPROVAL OF MEETING MINUTES

A. Minutes of the July 20, 2020 GAB Meeting were approved 6-0.

#### IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

Several projects are underway. New curbing is being installed in front of the black tee box on Hole No. 1.

Sod is being installed in several areas on the course, and more will be installed in September. 30,000 square feet of sod was delivered and installed, and another 9,000 square feet will be placed in September.

The driving range is being sprigged with Celebration grass in the landing areas. New soil is being added as well. Because of the sandy soil, we have experienced as many as 3,000 balls being plugged and recovered when the range is carefully cleaned.

Allan has negotiated with Brightview that the company will install the new sod and sprigs without charge because of its agreement to complete the grow-in of the golf course. The expense to the club is limited to the cost of the sod and sprigs.

The golf course is very busy, and we are having even more play than in 2019. Allan is concerned about the volume of play and its impact on the course.

The refacing of the bunkers and lake fronts has been delayed but will begin shortly after Labor Day. The grass being used is 419; we are told that there will be adequate time left in the growing season for the new grass to take hold.

The budget for 2020-2021 has been submitted to the Village Council. Among the projects which are included in the proposed budget are:

a. Replacement of the range mats with a brand that can be rotating to extend the life of the mats.

- b. A hut for the starter at the first tee.
- c. A tiki hut in the staging area.
- d. A welcoming clock.
- e. Updating of the restrooms.
- f. Additional irrigation of the course.

Rounds report:

We have had 39,723 rounds through July. 42,000 rounds were projected and budgeted for the fiscal year. We expect 4,000 rounds in August, so we will be at 43,000 rounds for the year before September, even with the course having been closed for five weeks due to COVID.

Staff changes:

We have made some new hires and have two openings that will be filled. Allan is attempting to elevate the level of our staff at the club. We lost long time employee Mark Gonzalez who had to resign for family reasons.

Membership:

Lenore Dingle is sending our notices regarding renewals of memberships beginning today.

Long-term Plan:

Allan also spoke about the long-term plan and goals for NPBCC; where will we be in five years?

We are asking the Village Attorney to tell us if we can assign any priority to Village residents who are on our waiting list.

Are existing members of the club who are not residents of the Village grandfathered in as members?

The club is in trial with a new software product to assist in operations.

We are looking to add a new pump in the pumphouse on Hole No. 14. A request for proposals will be released for this project. We hope to install the additional pump in October. This will increase our ability to water the golf course.

Our golf carts have had much greater use due to COVID and use by a single rider. We are concerned that the battery life of the carts has been reduced by this increased use. Allan discussed our revenue projections and his concern that too much play results in damage to the course.

Allan is looking at options to give the course a rest. It will be closed for up to seven days in September. Another possible option is to have days of play limited to members only.

#### V. DISCUSSION TOPICS

Would it be possible to get a shade cover for the public end of the driving range?

The potential cost was raised as a concern.

Another issue raised was the possibility of serving food and beverage at the driving range.

#### VI. ADJOURNMENT

The meeting was adjourned at 6:59 p.m.

The next meeting will be September 21, 2020.

Minutes by Curtis L. Witters, Secretary.

**VILLAGE OF NORTH PALM BEACH  
LIBRARY ADVISORY BOARD MEETING MINUTES  
September 22, 2020**

**NOTE:** Due to the Covid-19 pandemic this meeting was held via ZOOM.

**CALL TO ORDER**

Chairperson Christine DelGuzzi called the meeting to order at 7:00 PM.

**ROLL CALL**

Present : Zakariya Sherman, Library Director  
Christine DelGuzzi, Chairperson  
Bonnie Jenkins, Secretary  
Carolyn Kost, Member  
Brad Avakian, Member  
Leslie Metz, Member  
Phyllis Wisner (absent)

**APPROVAL OF MINUTES**

Minutes for the August 25, 2020, meeting were approved after a motion made by Carolyn Kost and seconded by Leslie Metz.

**LIBRARIAN'S REPORT**

Director Zak Sherman reported the following:

- **Covid-19 impact/Library Facilities:**
  - All staff are healthy.
  - There two open PC's in the Computer Lab, located diagonally from each other and socially distanced.
    - Due to the length of time they were not in use, each computer is being checked for updates and to ensure all histories and downloads have been deleted.
  - There are now a total of eight (8) chairs upstairs; newspapers and magazines are now available to be read.
  - A bench and five (5) chairs have been placed downstairs.
  - Although school started Monday, September 21, there has been no after school traffic as yet. Only 13 years old and above are allowed to be in the Library unattended.
  - Virtual school is still hosting one (1) student in the Obert Room. This location may change.
  - Wireless printing is now available and there have been no difficulties.
  - The Library has created their own YouTube channel and staff has been busy creating library-centric videos to post. See at <https://www.youtube.com/channel/UChoBoGqQ-xsviZ8qqt-JmXw/featured>
  - It is planned for the Library to open on Saturdays in October.
    - The Book Drops will be opened.
    - All fees and fines have been waived through the end of 2020.
- **Adult Services:**
  - Virtual Crafts for Grown Ups continues; third Thursday every Month 11am to noon
    - Sign-up at <https://www.village-npb.org/272/Adult-Services>
    - Craft kits will be provided on an as available basis, maximum of 20 participants
  - Virtual Book Club
    - First Thursdays of the month, beginning Thursday, October 8 at 11 a.m.

- Call the Library or visit the Library's home page for more information.
  - The program may be offered via Zoom.
  - Discussion of *The Vanishing Half* by Brit Bennett.
- **General:**
  - September was Library Card Sign-up Month
    - Get your free card and support your local library!
  - Constitution Week
    - Celebrated September 17 – 23, 2020
    - Commemorate the adoption and signing of the United States Constitution.
  - Banned Books Week
    - September 27 – October 3, 2020
    - Annual event to celebrate the freedom to read.
    - Please come view the display
- **Statistics:**
  - E-Book and E-Audio Circulation numbers continued to rise during the shut-down.
  - Total circulation is down, although not as severely as first thought; a difference of 1500 checkouts for the month of August. This is attributable to the lack of summer reading, free lunch programs and no school class visitations.

#### **OLD BUSINESS**

There was none.

#### **NEW BUSINESS**

There was none.

#### **QUESTIONS AND ANSWERS**

There was none.

#### **ADJOURNMENT**

A motion to adjourn the meeting was made by Carolyn Kost and seconded by Leslie Metz.

The meeting was adjourned at 7:19 PM.

The next meeting will be Tuesday, October 26, 2020 at 7:00pm; possibly in person in Council Chambers. To be determined by Village Manager.

Respectfully submitted by Bonnie Jenkins

**VILLAGE OF NORTH PALM BEACH  
FINANCE DEPARTMENT**

---

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Beth Davis, General Manager

DATE: October 8, 2020

SUBJECT: **RESOLUTION – Approving a Grant Agreement with the Florida Department of Environmental Protection for the receipt of Florida Recreation Development Assistance Program (FRDAP) grant funds for tennis court improvements.**

---

The Village has been approved for a 2020 Florida Recreation Development Assistance Program (FRDAP) grant administered by the Florida Department of Environmental Protection (FDEP) in the amount of \$50,000 to renovate the existing tennis courts and install landscaping. The approval requires the execution of a Grant Agreement (attached) with FDEP.

**Background:**

The design of the current irrigation system for the tennis courts is for the water flow to move west to east and into the drains. The drains direct water into catch basins that are placed outside the court. Court irrigation water accumulates and ponds on the east side of the courts causing unsafe and unsightly conditions. Renovating the court drainage system will allow the courts to be kept free of standing water, thus avoiding the mud and unsafe conditions along the east fence line.

This grant does not require a Village match; therefore, no budget amendment is required.

The effective date of the Grant Agreement is retroactive to September 30, 2020.

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

**Recommendation:**

**Village staff requests Council consideration and approval of the attached Resolution authorizing the Mayor and Village Clerk to execute a Grant Agreement with the Florida Department of Environmental Protection for the receipt of Florida Recreation Development Assistance Program grant funds for tennis court improvement in accordance with Village policies and procedures.**

**RESOLUTION 2020-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RECEIPT OF FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT FUNDS FOR TENNIS COURT IMPROVEMENTS AND AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village was awarded \$50,000 in non-matching Florida Recreation Assistance Program (“FRDAP”) grant funds for improvements to the Village’s tennis courts, including the renovation of the drainage system and the installation of landscaping; and

WHEREAS, receipt of the grant funds requires the Village to execute a Grant Agreement with the Florida Department of Environmental Protection; and

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

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

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

Section 2. The Village Council hereby approves a Grant Agreement for the Florida Department of Environmental Protection for the receipt of FRDAP grant funds, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Tennis Court Improvements** Agreement Number: **A1099**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **North Palm Beach, Village of** Entity Type: **A Local Government**  
Grantee Address: **501 US Highway 1, North Palm Beach, Florida  
33408-4901** FEID: **59-6017984** (Grantee)

3. Agreement Begin Date: **upon execution** Date of Expiration: **June 30, 2023**

4. Project Number: **A21099** Project Location(s): **951 US Highway 1, North Palm Beach, Florida  
(Palm Beach County) 33408-3813**  
*(If different from Agreement Number)*

Project Description: **Renovate existing Tennis Courts and Install Landscaping.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>50000</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>Line Item No. 1728, GAA, FY2020-2021</b>	<b>50000</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>50000</b>

6. Department's Grant Manager Name: **Angie Bright** or successor  
Address: **3900 Commonwealth Blvd  
MS# 585  
Tallahassee, FL 32399**  
Phone: **850-245-2501**  
Email: **angie.bright@floridadep.gov**

Grantee's Grant Manager Name: **Mr. Russell Ruskay** or successor  
Address: **501 US Highway 1  
North Palm Beach, Florida 33408-4901**  
Phone: **561-841-3384**  
Email: **rruskay@village-npb.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**North Palm Beach, Village of**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

## **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

## **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

## **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

## **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

## **21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

## **22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

## **23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

## **24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### **26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

## **28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

## **29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

## **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. A1099**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is *Tennis Court Improvements*. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which this Agreement was entered into, through the Date of Expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Additional Terms.**

None.

**ATTACHMENT 3**  
**GRANT WORK PLAN**  
**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**  
Project Name: **Tennis Court Improvements**  
Grantee Name: **Village of North Palm Beach**  
FRDAP Project # **A21099**

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee’s application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

The Project is located at **951 US Highway 1, North Palm Beach, Florida (Palm Beach County) 33408-3813** and is considered a “Small Project” pursuant to paragraph 62D-5.055(6)(a), F.A.C.

**Retroactive Project.**

This Project has been approved as a “Retroactive Project.” Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a “Retroactive Project.”

**Project Completion:** The Project Completion Date for this Agreement is **April 30, 2023**.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the “Notice to Commence.” All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$50,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$0</b>
<b>Total Estimated Project Cost:</b>	<b>\$50,000.00</b>
<b>Match Ratio:</b>	<b>0%</b>

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p><b>TASK 1</b></p> <p><b>1.A.</b> Development of Commencement Documentation Checklist (DRP-107)<sup>1</sup>.</p> <p><b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p><b>DELIVERABLE 1</b></p> <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p><b>1.A.</b> All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p><b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p><b>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</b></p>	<p>180 calendar days after Execution of Agreement<sup>2</sup></p>	<p>The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<p><b>TASK 2</b></p> <p><b>2.A.</b> Development of Primary and Support Project Elements, which includes: <b>Renovate existing Tennis Courts and Install Landscaping.</b></p> <p><b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111).</p> <p><b>2.C.</b> Completion of Final Status Report (DRP-109).</p>	<p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> Development of required Project Elements.</p> <p><b>2.B.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p><b>2.C.</b> Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2023, which shall also be the Project Completion Date<sup>3</sup></p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
--	--	--

**Project Task Performance Standard:** The Department’s Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

- Endnotes:**
1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
  2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
  3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment 5**

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1728 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2020-2021	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002
Total Award					\$50,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM SPECIFIC REQUIREMENTS**

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM**

**ATTACHMENT 6**

**1. Project Submittal Forms.**

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

**2. Notice to Commence.**

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. In addition to the Checklist items, the Grantee shall submit a copy of all executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

**3. Site Plans.**

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue a "Notice to Commence."

**4. Project Completion.**

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

**5. Project Completion Certification.**

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

**6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:**

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
  - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
  - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
    - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:  
**Status Reports.**
    - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
    - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
    - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

#### **11. Management of Project Sites.**

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

#### **12. Procurement Requirements for Grantee.**

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

#### **13. Signage.**

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

#### **14. Termination and Ineligibility.**

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

#### **15. Conversion.**

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



**Florida Department of Environmental Protection**

**Exhibit A  
Land and Water Conservation Fund Program  
Florida Recreation Development Assistance Program  
Project Status Report**

Required Signatures: **Adobe Signature**

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

**PROVIDE PHOTOS OF WORK IN PROGRESS**

**PRIMARY FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed





Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

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

Grantee \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Billing Period: \_\_\_\_\_

Billing #: \_\_\_\_\_

DEP Division: \_\_\_\_\_

DEP Program: \_\_\_\_\_

Table with 3 columns: Category, Project Costs This Billing, Cumulative Project Costs. Rows include Contractual Services, Grantee Labor, Employee Benefits, Direct Purchases, Grantee Stock, Equipment, Land Value, Indirect Costs, and TOTAL PROJECT COSTS.

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

**VILLAGE OF NORTH PALM BEACH**  
**Department of Parks and Recreation**

---

TO: The Honorable Mayor and Members of the Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Russell Ruskay, Department of Parks and Recreation

DATE: October 8, 2020

SUBJECT: **Resolution – Acceptance of a proposal from the Village Engineer, Engenuity Group Inc., to provide professional engineering services for the Anchorage Park Marina Dry Storage Compound Renovation Project in the amount of \$58,067.00.**

---

Village staff is recommending approval of a proposal from Engenuity Group Inc. to provide professional engineering services for the renovation of the Anchorage Park Marina Dry Storage Compound in the amount of \$58,067.00. The services include civil engineering & surveying services, along with planning, landscape architecture and electrical engineering services. The services will be performed by Engenuity, as well as its sub consultants Smith Engineering and 2GHO, in accordance with the terms of the continuing contract.

Through the adoption of Resolution 2016-36 on May 26, 2016, the Village Council executed a Continuing Contract for Professional Services with Engenuity Group Inc. to serve as Village Engineer for an initial term of five (5) years.

**Project Background:**

Due to the poor condition of the current dry storage compound, the master plan for Anchorage Park included the construction of a more secure, functional and attractive storage facility. The Village Engineer and 2GHO will work to develop a plan and opinion of probable cost for a new storage facility.

The Village Engineer and 2GHO will design the new dry storage to accommodate the current four (4) separate storage areas into one area on the north side of the park. The new compound shall be enclosed by a perimeter structure with a secure entrance and illumination in accordance with Crime Prevention through Environmental Design (CPTED) principles. Traffic circulation and boat/vehicle/RV spaces will be designed to maximize the number and size of storage spaces (note that more spaces measuring 35' or more will be accommodated with this design). 2GHO will provide a layout that will adequately screen the perimeter enclosure according to the material selected for the perimeter of the storage area.

The Village's Recreation Advisory Board has been involved in the initial planning of the project and have provided four recommendations regarding the design. These recommendations are attached for your review. Many of the advisory board members are users of the dry storage facility and will be able to provide valuable input on the functional components. The Village's Police Department will be included in the early planning process to ensure that security issues have been addressed.

This project is currently funded in the Village's FY 2020 Capital Improvement Plan. The Village has allocated \$200,000 in General Fund Revenues and has also secured a State of Florida Land & Water Conservation Fund Grant in the amount \$200,000 to assist in the funding. However, the project costs have been projected to be as much as \$551,000 (which includes construction of a pre-cast wall). Since this amount exceeds the Village's programmed budget amount, Engenuity and 2GHO will assist in an extensive value engineering process, including the evaluation of various fence designs, as part of their scope of work.

The new dry storage facility on the north side of the park, which is the subject of this engineering proposal, will displace some of the existing trailer storage. The existing, temporary trailer storage is necessary for those using the launch ramp. In the Village's Master Plan for Anchorage Park, dry storage on the south side was eliminated to accommodate temporary trailer storage that would be displaced by the new dry storage facility. To date, the Recreation Advisory Board has not addressed a recent suggestion from a Council member to maintain a dry storage facility on the south side of the park.

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

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
Recreation Grant Fund	Parks & Recreation	U8028-66211	Grant Expense – Anchorage Park	\$58,067

**Recommendation:**

**Village Staff recommends Council consideration and approval of the attached Resolution accepting a proposal from the Village Engineer, Engenuity Group Inc., to provide professional engineering services for the renovation of the Anchorage Park Marina Dry Storage Compound in the amount of \$58,067.00, with funds expended from the Recreation Grant Fund Account Number U8028-66211 (Grant Expense – Anchorage Park), in accordance with Village policies and procedures.**

**RESOLUTION 2020-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM ENGENUITY GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ANCHORAGE PARK MARINA DRY STORAGE COMPOUND RENOVATION PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is a party to a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. to perform engineering and related services as Village Engineer; and

WHEREAS, Village Administration recommended accepting the proposal submitted by Engenuity Group, Inc., and two of its subconsultants, 2GHO and Smith Engineering, for professional engineering services for the Anchorage Park Marina Dry Storage Compound Renovation Project; and

WHEREAS, the Village Council determines that adoption of this Resolution accepting the proposal from Engenuity Group, Inc. 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 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 and accepts the proposal from Engenuity Group, Inc. pursuant to the Continuing Contract for Professional Engineering Services for engineering services for the Anchorage Park Marina Dry Storage Compound Renovation Project at a total cost of \$58,067.00, with funds expended from Account No. U8028-66211 (Special Revenue Recreation Grant Fund – Anchorage Park Enhancement Grant). The services shall be performed in accordance with all terms and conditions of the Continuing Contract. The Village Council further authorizes the Village Manager to execute all documents necessary to effectuate these services.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

## **Village of North Palm Beach Recreation Advisory Board**

### **Dry Storage Renovation Recommendations**

- Consensus to reconfigure the existing boat wash in an attempt to enhance the turn radius. If not doable, add a second boat wash inside the dry storage area.
- Consensus is not to construct a wall around the perimeter but incorporate a fence enclosure (not chain link). Design it as a 6' high enclosure while adding an option to increase the height to 8'. Balance the openness of a fence with a dense/lush landscape buffer
- Consensus to reconfigure the north side boundary to increase the interior square footage in order to create larger spaces. This will not add additional spaces but create bigger spaces. Need to evaluate for impact on the shoreline of the canal as part of this analysis.
- Consensus to look into changing the south boundary in order to preserve the existing oak trees outside of the dry storage lot, while determining how many spaces would be eliminated by this change.

February 13, 2020

Revised: March 19, 2020

Revised: July 9, 2020

Mr. Russ Ruskay  
Parks and Recreation  
Village of North Palm Beach  
603 Anchorage Drive  
North Palm Beach, FL 33408  
(Sent Via E-Mail: [ruskay@village-npb.org](mailto:ruskay@village-npb.org))

**Re: Anchorage Park  
Boat Storage Compound  
North Palm Beach, Florida  
Engenuity Group Project No. 03045.104.14B**

Dear Mr. Ruskay:

We are pleased to offer this proposal to render professional civil engineering & surveying services, along with planning, landscape architecture and electrical engineering services, in connection with the design of a Boat Storage Compound, (hereinafter called the "Project").

**Boat Storage Compound:**

North Palm Beach desires a boat/vehicle/RV storage compound to be constructed utilizing the current storage site on the north side of the park. Compound shall be enclosed by an 8' (minimum) high concrete-type wall with a secure entrance and illumination, following Crime Prevention through Environmental Design (CPTED) principles. Traffic circulation and boat/vehicle/RV spaces will be designed to maximize storage spaces.

Design plans shall be generally consistent with the currently adopted "Master Plan" for Anchorage Park.

This proposal will include the use of our team sub-consultants for planning/landscape, architecture/irrigation (2GHO) and electrical engineering for illumination and incidental electrical requirements (SEC).

Our services as set forth in Exhibit "A" will be provided for a lump sum of **\$58,067.00** based on the following distribution of compensation:

- **Boat Storage Compound:**

**Engenuity Group**

A. Survey of Existing Conditions	\$4,300.00
B. Civil Design and Permitting	\$27,625.00
C. Construction Administration Services	\$8,125.00

**Sub-consultants (Proposals attached in Exhibit "B"):**

D. Planning, Landscape Architecture, including Construction Administration Services (2GHO)	\$11,017.00
E. Electrical Design, including Construction Administration Services (SEC)	\$7,000.00

**Subtotal: \$58,067.00**

**Permit Fees, Reproduction Charges and Reimbursable Expenses**

The fee for the sub-consultants will be invoiced through Engenuity and no mark-up will be added to their fee. The total fee does not include the payment of any governmental agency submittal or processing fees. The cost of printing, reproduction, facsimile, mileage, and postage are included in our fee.

**Invoicing and Payment**

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within thirty (30) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal and Exhibit "A" and "B" represent the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our scope of services, we would appreciate you providing written authorization to proceed.

**PURSUANT TO FLORIDA STATUTES §558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE**

Sincerely,



Adam Swaney, P.E.  
Director of Engineering

Approved by:



Keith B. Jackson, P.E.  
Vice President

Accepted this \_\_\_\_\_ day of

\_\_\_\_\_, 2020.

By: \_\_\_\_\_  
(Owner)

# EXHIBIT "A"

## Anchorage Park – Boat Storage Compound Village of North Palm Beach, Florida Engenuity Group Project No. 03045.104.14B

### ENGINEER'S SERVICES:

#### A1.01 Topographic Surveying

- A. Establish horizontal and vertical control.
- B. Set temporary benchmarks for CONTRACTOR's use during construction.
- C. Locate existing drainage and sanitary structures with invert elevations, driveways, trees, landscaping, utility poles/lines, and all other above ground items within the dry storage area.
- D. Prepare topographic survey for use as engineering base map and updated survey.
- E. Elevations will be gathered in National Geodetic Vertical Datum of 1929 to be consistent with all previous survey work completed. A conversion factor to NAVD 88 datum will be noted on the survey.

#### A1.02 Design Services

- A. Prepare drawings indicating the scope, extent, and character of the paving, grading, drainage and security wall work to be performed and furnished by the CONTRACTOR. A performance specification for the security wall will be provided to allow for consistent and similar wall types to be allowed in the bidding process.
- B. Specifications shall be in note format on plans.
- C. Provide technical criteria, written descriptions, and design data for filing a permit application to the Village of NPB, SFWMD for new/modified Environmental Resource Permit for drainage features and NPDES Notice of Intent.

D. This proposal does **not** include the following:

1. Preparation of a dewatering permit for the contractor, if necessary.
2. Reproduction of drawings and specifications for CONTRACTOR'S use during construction.
3. Design of landscaping, irrigation, or lighting/electric. See separate sub consultant proposals.
4. Geotechnical field-testing services during construction.
5. Construction survey/stakeout and preparation of record drawings.
6. Any Environmental analysis of wetlands, uplands or vegetation.

#### **A1.03 Bidding Services**

- A. Assist client in advertising and obtaining bids for site work. Client shall prepare bid manual as necessary.

#### **A1.04 Construction Phase Services**

- A. Attend preconstruction meeting with Village staff and selected contractor and issue minutes.
- B. Provide periodic construction observations over the project duration, in conjunction with Village Staff for construction quality control purposes. Attend construction site meetings as necessary.
- C. Provide review and approval of periodic pay requests, requests for information, clarifications and interpretations as required.
- D. Provide construction completion certification to Village and SFWMD and NPDES Notice of Completion.



**WORK ORDER #x**

**Anchorage Park – North Palm Beach**

**Phase 2B Additional Services**

**2GHO PROJECT #17-0609.3**

**Boat Storage Enclosure**

December 6, 2019, Revised February 17, 2020, March 17, 2020

**Design Approach / Scope**

The Landscape Architect continue from the conceptual level drawings done to date refine and detail the boat yard wall, layout and landscape.

**TASK 7 PHASE 2B BOAT YARD WALL ADDITIONAL:**

The Landscape Architect will provide layout confirmation and provide modifications for wall enclosure and parking spaces assuring circulation works and the wall is screened from the outside. The canal buffer will be part of Phase 9. Provide construction documentation on the wall, wall planting and irrigation.

- TASK 7A DELIVERY:** Prepare Auto-turn documents for parking and circulation  
 Final parking lot and wall layout  
 Prepare a planting plan for the outside walls of the enclosure  
 Prepare an irrigation plan for the outside walls of the enclosure  
 Wall / Grille details and specifications  
 Assist in grant exhibit requirements  
 Provide preliminary cost estimates

<b>FEE TOTAL:</b>		\$6,292.00
	30% Plans	
	60% Plans	
	90% Plans	
	100% Plans	

<b>REIMBURSEMENT ALLOTMENT:</b>	\$50.00
<b>TIMING:</b>	As Directed

- TASK 7B DELIVERY: MEETINGS**  
 Prepare or assist in PowerPoint presentation (\$1,240.00 full)  
 (1) Public Meeting(s) (\$680.00)  
 (1) Committee Meetings (\$680.00)

<b>FEE:</b>	\$2,600.00
-------------	------------

REIMBURSEMENT ALLOTMENT: \$85.00  
TIMING: As Directed

TASK 7C DELIVERY: Construction Administration Services  
Punch Lists  
Up to four (4) team/field meetings  
Final Certification

FEE: \$1,940.00  
REIMBURSEMENT ALLOTMENT: \$50.00  
TIMING: As Directed

~~TASK 8 PHASE 2B DAY BOAT PARKING LOT:~~

~~The Landscape Architect will provide parking layout confirmation assuring circulation works for boat trailers and vehicles.~~

~~TASK 8A DELIVERY: Prepare Auto turn documents for parking and circulation  
Layout the trail walkway, connecting to existing  
Modify and update the planting plan for the area  
Prepare an irrigation plan  
Assist in grant exhibit requirements  
Provide preliminary cost estimates~~

~~FEE TOTAL: \$5,838.00~~

~~30% Plans  
60% Plans  
90% Plans  
100% Plans~~

~~REIMBURSEMENT ALLOTMENT: \$50.00  
TIMING: As Directed~~

~~TASK 8B DELIVERY: MEETINGS~~

~~Prepare or assist in PowerPoint presentation (\$1,240.00 full)  
(1) Public Meeting(s) (\$680.00)  
(1) Committee Meetings (\$680.00)~~

~~FEE: \$2,600.00  
REIMBURSEMENT ALLOTMENT: \$50.00  
TIMING: As Directed~~

~~TASK 8C DELIVERY: Construction Administration Services  
Punch Lists  
Up to five (5) team/field meetings  
Final Certification~~

~~FEE: \$3,020.00  
REIMBURSEMENT ALLOTMENT: \$100.00  
TIMING: As Directed~~

~~TASK 9 NORTH CANAL EMBANKMENT:~~

~~The Landscape Architect will provide tree inventory for removal of exotic pest material and a landscape mitigation plan to bring it back into a natural regenerative system. The Consultant will meet and work with the Environmental Committee. Provide construction documentation on the wall, planting and irrigation.~~

~~TASK 9A DELIVERY:~~ ~~Inventory trees and exotics on north buffer~~  
~~Prepare a mitigation planting plan for the canal bank to buffer enclosure~~  
~~Prepare an irrigation plan for the outside walls of the enclosure~~  
~~Assist in grant exhibit requirements~~  
~~Provide preliminary cost estimates~~

~~FEE TOTAL:~~ ~~\$2,858.00~~  
~~30% Plans~~  
~~60% Plans~~  
~~90% Plans~~  
~~100% Plans~~  
~~REIMBURSEMENT ALLOTMENT:~~ ~~\$50.00~~  
~~TIMING:~~ ~~As Directed~~

~~TASK 9B DELIVERY:~~ ~~MEETINGS~~  
~~As part of other meetings~~

~~FEE:~~ ~~\$0.00~~  
~~REIMBURSEMENT ALLOTMENT:~~ ~~\$85.00~~  
~~.00~~  
~~TIMING:~~ ~~As Directed~~

~~TASK 9C DELIVERY:~~ ~~Construction Administration Services~~  
~~Punch Lists~~  
~~Up to four (4) team/field meetings~~  
~~Final Certification~~

~~FEE:~~ ~~\$1,960.00~~  
~~REIMBURSEMENT ALLOTMENT:~~ ~~\$29.00~~  
~~TIMING:~~ ~~As Directed~~



# Smith Engineering Consultants, Inc.

---

March 18, 2020

Mr. Keith Jackson, P.E.  
Engenuity Group  
1280 N. Congress Ave., Suite 101  
West Palm Beach, FL 33409

Re: Village of North Palm Beach- Anchorage Park, Dry Storage Parking Lot  
Electrical Engineering Services Proposal

Dear Keith:

Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above referenced project. We propose to provide the following scope of services:

Design Phase:

1. Initial site visit and review of project plans.
2. Coordinate with FPL for electric service, and design the electrical service point for the site.
3. Prepare lighting calculations (photometrics) within the project site to indicate design illumination levels for permitting. Light pole and fixture selection will be coordinated with the project team.
4. Parking lot lighting design in accordance with Illuminating Engineering Society standards, the National Electrical Code, and applicable local codes.
5. Electrical distribution design to provide power to the parking lot lighting system and gate operator in accordance with the National Electrical Code and applicable local codes.
6. Prepare AutoCAD drawings to describe the electrical service point, pole/fixture locations, circuitry, and lighting details, suitable for bidding, permitting, and construction.

We propose to furnish drawings in AutoCAD format using base plan drawings provided by Engenuity Group. Our lump sum fee to provide the design phase services described above is \$4,000.



Construction Phase:

1. Review electrical equipment shop drawings.
2. Respond to contractor requests for information (RFI's) and review change order requests.
3. Attend one (1) construction meeting/site visit during construction.
4. Perform a final inspection and prepare a punch list.
5. Measure final illumination levels at night and prepare a letter of certification for the building department.
6. Prepare record drawings based upon contractor "as-built" drawings.

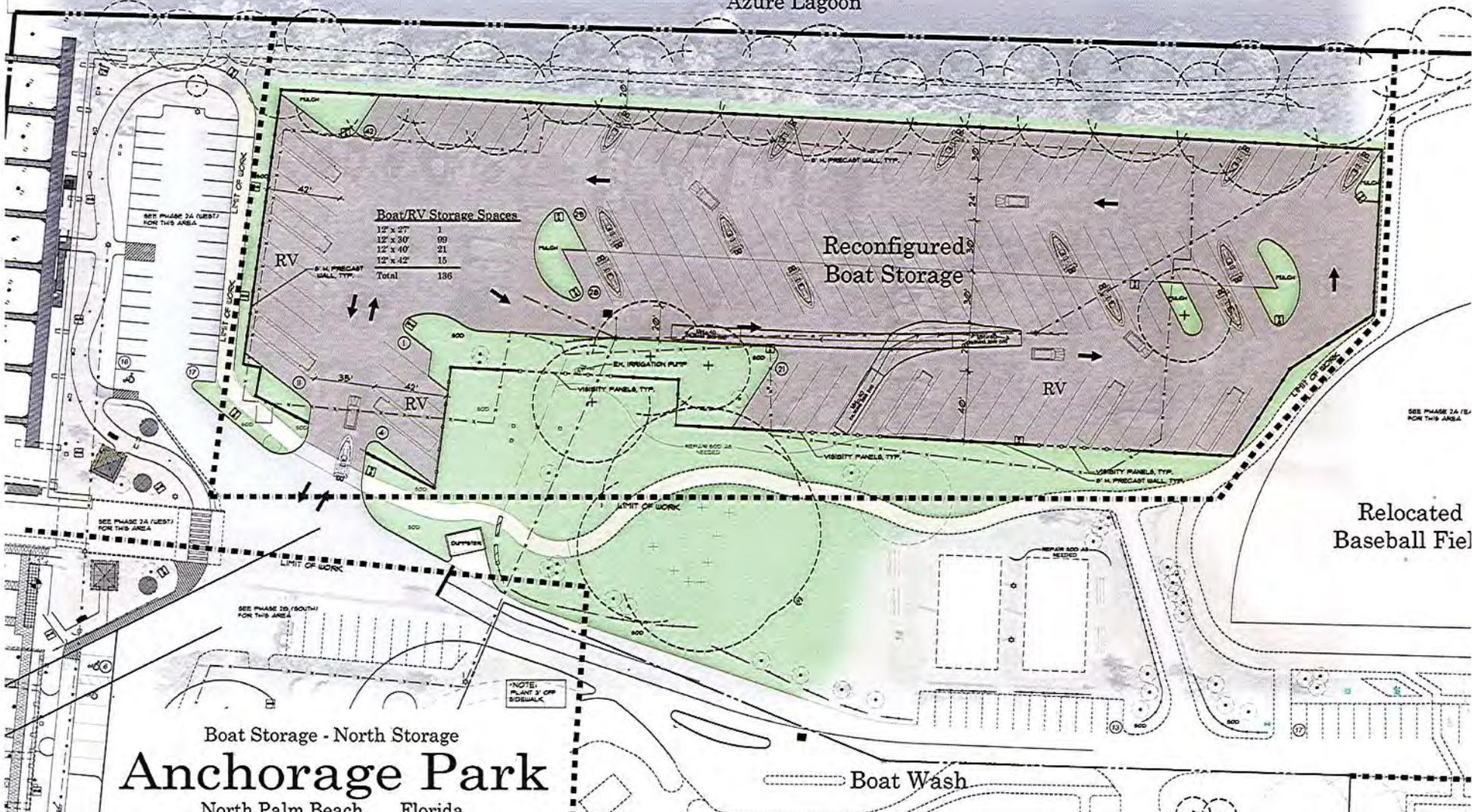
Our lump sum fee to provide the construction phase services described above is \$3,000.

Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to working with you on this project.

Sincerely,

Larry M. Smith, P. E.  
President

Azure Lagoon



**Boat/RV Storage Spaces**

12' x 27'	1
12' x 30'	99
12' x 40'	21
12' x 42'	15
<b>Total</b>	<b>136</b>

Reconfigured Boat Storage

Relocated Baseball Field

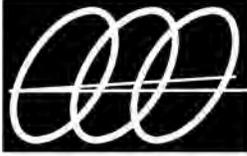
SEE PHASE 24 (E) FOR THIS AREA

SEE PHASE 20 (SOUTH) FOR THIS AREA

NOTE: PLANT 3' OFF SIDEWALK

Boat Storage - North Storage  
**Anchorage Park**  
 North Palm Beach, Florida

Boat Wash



# MEMO

**Gentile Glas  
Holloway  
O'Mahoney**  
& Associates, Inc.  
Landscape Architects  
Planners and  
Environmental Consultants

1907 Commerce Lane  
Suite 101  
Jupiter, Florida 33458  
561-575-9557  
561-575-5260 FAX  
www.2GHO.com

**DATE:** July 6, 2020  
**TO:** Russ Ruskay rruskay@village-npb.org  
**FROM:** Emily O'Mahoney [emily@2gho.com](mailto:emily@2gho.com)  
Kevin Smith [kevin@2gho.com](mailto:kevin@2gho.com)  
**CC:** Keith Jackson kjackson@engenuitygroup.com  
**RE:** Anchorage Park Boat Storage  
Cost Ranges

Please find the following probable cost ranges for the new boat enclosure on the north side of Anchorage park, replacing the current facility:

ITEM	LOW END	HIGH END
<b>LANDSCAPE</b>	<b>\$80,000</b>	<b>\$50,000</b>
<b>LIGHTING   ELECTRICAL</b>	<b>\$125,000</b>	<b>\$125,000</b>
<b>ENCLOSURE</b>	<b>\$70,000</b>	<b>\$185,000</b>
<b>SURFACING</b>	<b>\$154,500</b>	<b>\$191,000</b>
<b>TOTAL</b>	<b>\$429,500</b>	<b>\$551,000</b>

**Note: The above costs do not include Civil Engineering or Design costs.  
Contingency is also not included.**

1907 Commerce Lane, Suite 101, Jupiter, FL 33458  
561-575-9557  
Fax 561-575-5260  
[www.2GHO.com](http://www.2GHO.com)

## VILLAGE OF NORTH PALM BEACH PARKS & RECREATION

---

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Russell Ruskay, Parks & Recreation

DATE: October 8, 2020

SUBJECT: **RESOLUTION** – Approval of an Agreement with Barth Associates, LLC to complete a Recreation Needs Assessment Study in the amount of \$49,900.

---

Staff recommends Village Council's approval of a contract with Barth Associates to conduct a Recreation Needs Assessment Study ("Study") for the Village's recreation programs, activities, events and facilities.

During the Village Manager's interview process in 2017, he received numerous comments about the types of recreational activities that the Village should consider offering to the community. Although members of the community that were engaged in that process indicated that there were needs the Village wasn't addressing, there was not a robust dialogue to understand what programs and activities residents wanted. The Needs Assessment Study will engage the public to gather the input necessary to understand what programs, events and activities are desired by the community and create a road map to address those needs. The Study will prioritize and recommend needed program changes and improvements and identify possible changes or enhancements to recreational facilities. The scope of work will assist both Parks and Recreation and Country Club staff in better addressing the recreational needs of the community.

Barth Associates was selected through a Request for Qualifications (RFQ) process. A staff Evaluation Committee reviewed and ranked seven (7) qualification statements submitted in response to the RFQ. The Committee short-listed the group to three (3) finalists and virtually interviewed each one. The Committee's consensus is that Barth Associates would be the best fit for the Village. The Committee's decision was based upon the firm's past experience, the project team, its knowledge of the area and its planned approach to completing the project.

The Study will include all Recreation Department facilities and programs, along with tennis and pool operations. Golf is not included in the Study (although any feedback that is received that might pertain to golf operations will be shared with the Golf Pro). The key component of the study is community input which will be obtained through a series of individual interviews, focus groups and public workshops.

### **Recreation Advisory Board Recommendation:**

At its August 11, 2020 meeting, the Recreation Advisory Board voted to recommend that the Village Council reallocate the funding for the Needs Assessment Study to the Anchorage Park Dry Storage Renovation Project. The motion was approved by the majority of the Board. The Board conveyed to staff that 1) the Study's desired outcomes could be accomplished with minimal effort that did not require this scope of work and 2) the capital needs for a project that is projected to exceed its budget is a higher priority for the Village.

**Account Information:**

Funding for the study was included in the FY 2020 Parks and Recreation Department Operating Budget in the amount of \$50,000; consequently, this funding will be withdrawn from Fund Balance. Barth Associates' proposal to complete the Study is \$49,900 and the firm anticipates that it will take approximately nine (9) months to complete the scope of work.

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
General Fund	Parks and Recreation	A8028-33190	Professional Services	\$50,000.00

**Recommendation:**

**Village Staff Requests Council consideration and adoption of the attached Resolution approving an Agreement with Barth Associates LLC to complete a Recreation Needs Assessment Study at a total cost of \$49,900.00, with funds expended from Account No. A8028-33190 (Parks and Recreation – Professional Services), 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 SUBMITTED BY BARTH ASSOCIATES LLC TO CONDUCT A PARKS AND RECREATION NEEDS ASSESSMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Qualifications (“RFQ”) for a Parks and Recreation Needs Assessment; and

WHEREAS, Village Administration established an Evaluation Committee to consider the qualification statements submitted in response to the RFQ; and

WHEREAS, the Committee ranked the submittals and after the top three firms made presentations to the Committee, the Committee ranked Barth Associations LLC as the top-ranked firm and Staff commenced contract negotiations; and

WHEREAS, the Village Council wishes to approve a Contract with Barth Associates LLC and 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 Barth Associates LLC to conduct a Parks and Recreation Needs Assessment and authorizes and directs the Mayor and Village Clerk to execute a Contract with Barth Associates LLC to perform such services, a copy of which is attached hereto and incorporated herein. The total cost for such services shall not exceed \$49,900.00, with funds expended from Account No. A8028-33190 (Parks and Recreation – Professional Services).

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

## CONTRACT

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and BARTH ASSOCIATES LLC, a Florida limited liability company, hereinafter CONSULTANT, whose Federal I.D. No is 47-2579161.

WHEREAS, the VILLAGE issued a Request for Qualifications for a consultant to perform a Parks and Recreation Needs Assessment (“Work”); and

WHEREAS, the VILLAGE’s Evaluation Committee selected CONSULTANT as the most qualified firm to perform the Work; and

WHEREAS, CONSULTANT provided the VILLAGE with a proposal to perform the Work, and the VILLAGE wishes to retain the services of CONSULTANT in accordance with the terms set forth in this Contract.

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

### **ARTICLE 1. SERVICES OF CONSULTANT.**

CONSULTANT shall perform the services outlined in CONSULTANT’s Letter of Agreement dated September 21, 2020, which is incorporated by reference as fully set forth herein.

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

The term of this Contract shall commence upon the VILLAGE’s issuance of a Notice to Proceed and shall remain in effect until CONSULTANT completes all services within the scope of this Contract to the satisfaction of the VILLAGE or nine (9) months from the VILLAGE’s issuance of a Notice to Proceed, whichever is earlier, unless otherwise terminated in accordance with Article 8.

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

A. The VILLAGE agrees to compensate CONSULTANT in accordance with CONSULTANT’s Proposal in the lump sum amount of Forty-Nine Thousand Nine Hundred Dollars and Zero Cents (\$49,900.00).

B. CONSULTANT shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONSULTANT pursuant to this Contract will be reviewed and approved by the VILLAGE’s representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONSULTANT will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative’s approval.

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

D. CONSULTANT 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, CONSULTANT will clearly state "final invoice" on CONSULTANT's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONSULTANT. The VILLAGE will not be liable for any invoice from CONSULTANT submitted thirty (30) days after the provision of the Work.

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

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

B. CONSULTANT shall maintain, during the life of this Contract, Commercial General Liability insurance, including Professional Liability Errors and Omissions insurance, in the amount of \$1,000,000.00 in aggregate to protect CONSULTANT.

C. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,00.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

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

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

**ARTICLE 5. PERSONNEL.**

A. CONSULTANT 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 CONSULTANT 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.

**ARTICLE 6. INDEMNIFICATION.**

A. To the fullest extent permitted by applicable laws and regulations, CONSULTANT 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 CONSULTANT pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONSULTANT and its agents, servants or employees.

B. CONSULTANT 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 CONSULTANT, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

**ARTICLE 7. INDEPENDENT CONTRACTOR.**

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

**ARTICLE 8. TERMINATION.**

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

receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONSULTANT shall:

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

**ARTICLE 9. SUCCESSORS AND ASSIGNS.**

The VILLAGE and CONSULTANT 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 CONSULTANT 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 CONSULTANT.

**ARTICLE 10. ACCESS AND AUDITS.**

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

**ARTICLE 11. ENFORCEMENT COSTS.**

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

**ARTICLE 12. NOTICE.**

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

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

and if sent to the CONSULTANT shall be mailed to:

Barth Associates LLC  
Attn: David L. Barth  
10030 S.W. 52<sup>nd</sup> Road  
Gainesville, FL 32608

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

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

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

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

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

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

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

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

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

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

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference. In the event of an express conflict between this Contract and any exhibit or other document, the terms of this Contract shall control.

**ARTICLE 18. LEGAL EFFECT.**

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

**ARTICLE 19. SURVIVABILITY.**

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

**ARTICLE 20. WAIVER OF SUBROGATION.**

CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

**ARTICLE 21. REPRESENTATIONS/BINDING AUTHORITY.**

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

**ARTICLE 22. GOVERNING LAW, VENUE AND REMEDIES.**

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

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

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

with this Contract.

**ARTICLE 23. INSPECTOR GENERAL**

CONSULTANT 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 CONSULTANT and its subconsultants. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONSULTANT or its subconsultants 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 24. PUBLIC RECORDS.**

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

In performing services pursuant to this Contract, CONSULTANT shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the VILLAGE to perform the services. If CONSULTANT transfers all public records to the VILLAGE upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT 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.

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

**CONSULTANT:**

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

**LETTER OF AGREEMENT**

September 21, 2020

Mr. Russ Ruskay, Project Manager  
Village of North Palm Beach Parks and  
Recreation Department  
603 Anchorage Drive  
North Palm Beach, FL 33408

Hereinafter referred to as **the Village or Client**.

**AND**

Barth Associates, LLC  
10030 SW 52<sup>nd</sup> Road  
Gainesville, FL 32608

Hereinafter referred to as **Barth Associates or BA**.

**Re: Village of North Palm Beach Parks and Recreation Needs Assessment**

Dear Russ,

Barth Associates is pleased to provide this Letter of Agreement to the Village of North Palm Beach (the Village) to prepare a parks and recreation needs assessment. Following is our proposed Scope of Services and Fees.

**1.0 PROJECT DESCRIPTION**

- 1.1 The project is the Village of North Palm Beach Parks & Recreation Needs Assessment.
- 1.2 The Village desires for BA to analyze residents' needs for parks and recreation facilities, programs, and services; and make recommendations regarding capital improvements, duplication of services, potential partnerships, programs, and user fees.
- 1.3 Additional Professionals working on the project under contract to Barth Associates include PROS Consulting, operations and management consultants.

**2.0 PROJECT SCOPE**

**Part 1 - Pre-Planning and Kick-off**

- 1.1 **Project Management Support & Coordination:** BA shall coordinate our work with the Village's Project Manager. BA shall also monitor the project schedule as it relates to the scope contained herein and provide timely invoicing and reporting of project progress. BA shall hold regular bi-weekly progress meetings (via conference call) with Village staff to review progress, present information, receive direction, and recommend direction for the remaining portions of the project.

**1.2 Staff Kick-Off Meeting:** BA shall facilitate a kick-off-meeting with Village staff, via conference call, to review the work plan, timelines, and details for the Needs Assessment plan process. A preliminary agenda for the meeting includes:

- Introductions

**1.3 Review of Programming Information and Data:** The Village will provide BA with existing programming information and data, including:

- Organization charts
- Program guides
- Fee schedules
- Participation and financial data
- Programs and fee schedules of other service providers

**1.4 Demographics Analysis and Trends:** BA will review and interpret demographic information provided by the Village, and suggest potential implications for parks and recreation needs.

**1.5 Base Map:** BA shall prepare a base map of the Village's parks and recreation system, based on inventory and maps provided by the Village. The base map should include parks and recreation facilities within 3 miles of Village boundaries, including municipal, county, and state facilities; the Village shall assist BA in identifying parks and facilities owned by other providers. The inventory should include the number and locations of park and recreation facilities, park acreage, and public recreation center square footage.

*Part 1 Deliverables:*

- *Kick-off Meeting Minutes*
- *Base Map*

## **Part 2 - Needs Assessment**

**2.1 Park Evaluations:** BA shall spend up to 1 day visiting the Village's parks and recreation facilities. Prior to beginning park evaluations, BA shall work with staff to refine the Parks Evaluation Form and ensure that it meets the Village's expectations.

**2.2 Analysis of Programs and Services:** BA's subconsultant PROS Consulting shall analyze the Village's programs and services, including:

- An assessment and analysis of the Parks and Recreation Department's current level of recreation programs and services in relation to present and future goals, objectives and directives;
- A user fee analysis for facilities, programs and services;
- An analysis of the best possible providers for programs and services and identify and discern any unnecessary duplication of services through public and private program providers; and
- Recommendations for minimizing duplications or enhancing possibilities for collaborative partnerships where appropriate.

**2.3 Existing Level- of-Service (LOS) Analysis:** BA shall review and analyze the Village's current Level-of-Service, as well as the LOS standards in the comprehensive plan, including acreage, facilities, and access.

**2.4 Individual Interviews and Focus Group Meetings:** BA shall conduct up to 2 days (16 hours) of on-line or telephone interviews with key stakeholders or focus groups – to be identified by the Village - to discuss priority needs. Interviews shall be scheduled in 1-hour increments. The Village shall be responsible for scheduling the interviews in consultation with BA, and coordinating all logistics. BA will prepare written records and summaries of the results of the interviews and focus group meetings.

**2.5 Virtual Public Workshop:** BA shall conduct a virtual public workshop to solicit residents' input regarding priority needs for programs, facilities, and amenities

**2.6 Online Survey:** BA will prepare a Survey Monkey questionnaire regarding residents' parks and recreation needs and priorities, for the Village to host on its website. BA shall include the findings from the survey in the needs assessment summary.

**2.7 Needs Assessment Summary and Presentations:** BA will prepare a PowerPoint presentation summarizing the findings from the needs assessment, and will present the findings to the City Council and RAB via on-line meetings.

*Part 2 Deliverables:*

- *PowerPoint presentation summarizing findings from the tasks above*

### **Part 3 - Recommendations**

**3.1 Visioning Workshop:** BA shall conduct up to 4 on-line visioning sessions, 1 – 2 hours each, to discuss alternative responses to resident's needs and priorities. The Village shall be responsible for scheduling the sessions and inviting participants, in consultation with BA, and coordinating all logistics. The Village will also record the sessions and provide written transcripts to BA.

**3.2 Short and Long-Range Vision and Recommendations:** Based on the findings from the tasks above, BA shall develop short and long-range recommendations, maps or illustrations for the parks and recreation system, including but not limited to recommendations for:

- New recreation facilities, open space, and trails
- System-level renovation of existing parks
- Estimate of capital and operations costs
- Programs and services
- Identification of possible public and private providers of community and recreation services and programs, and recommendations for minimizing duplication and enhancing possibilities for partnerships where appropriate
- Action plan

**3.3 Vision and Recommendations:** BA will prepare a PowerPoint presentation summarizing the short and long-range vision and recommendations, and will present the findings to the City Council and RAB via on-line meetings.

*Part 3 Deliverables:*

- *Short and Long-Range Vision, Recommendations, and Action Plan Summary PowerPoint*

## **3.0 PROJECT SCHEDULE**

Barth Associates is prepared to begin work on the project immediately upon receipt of this executed Letter of Agreement. Barth Associates, in consultation with the Village, shall perform its work in such a manner as to comply with an agreed upon schedule.

## **4.0 ASSIGNED PERSONNEL**

The following personnel from Barth Associates will be assigned to this project, and will have the responsibilities described:

David L. Barth PhD, RLA, AICP  
Carlos Perez, RLA  
Sarah Ciccone  
Neelay Bhatt

Principal Planner  
Project Manager/ Parks Planner  
Planner, Graphic Designer  
Operations and Management Consultant

## 5.0 COMPENSATION

**5.1 Parts 1- 3:** The fee for Parts 1 – 3 shall be a lump sum fee of forth-nine thousand, nine hundred dollars (\$49,900) including direct costs.

**5.2 Additional Services:** Additional services, if requested by the Village, shall be billed as an agreed-upon lump sum fee, or on an hourly basis in accordance with the following hourly rate schedule:

Principal	\$195/ hr.
Landscape Architect	\$150/ hr.
Landscape Designer	\$100/ hr.
Graphic Designer	\$75/ hr.
0. Administrative Assistant	\$50/ hr.

1.

**5.3 Subconsultant Fees** – Fees for subconsultants working on this project under direct contract with Barth Associates are included in the fees for each part of the scope of services detailed above.

**5.4 Retainer** – No retainer will be required.

## 6.0 CLIENT RESPONSIBILITIES

**6.1** Client shall designate a Project Representative upon execution of this Letter of Agreement, who shall be Barth Associates' point of contact with the Client, and who shall, by virtue of Client's designation, have authority to bind the Client. Client's Project Representative with such authority is Russ Ruskay, Project Manager. The Project Representative shall be responsible for all coordination with the Owner (if a separate person or entity from the Client) and any separate consultants.

**6.2** Client shall provide full information to Barth Associates regarding project requirements and constraints including, without limitation, a program setting forth the Client's objectives, and shall provide all data, drawings, information or other resources requested by Barth Associates that are necessary for completion of the project.

**6.3** Client shall comply with any schedule requirements made known to the Client by Barth Associates and, in any event, shall be available to meet with Barth Associates and provide decisions in a timely manner throughout the project.

**6.4** Client shall be responsible for all other aspects of the project not specifically assigned to Barth Associates under this Letter of Agreement or any subsequent request (and acceptance) for Additional Services.

## **7.0 SUPPLEMENTAL TERMS OF AGREEMENT**

**7.1 Acceptance of Agreement** – This Letter of Agreement shall be valid for Client acceptance for a period of thirty (30) days from the date of execution by Barth Associates. This Letter of Agreement may be terminated by either party with fifteen (15) days written notice. In the event of termination, Barth Associates shall be compensated through the date of termination for all fees and direct expenses incurred, including, without limitation, all fees for hours spent on hourly rate tasks, and a proportionate amount based on services performed and the level of completion of all fixed fee or lump sum tasks.

**7.2 Submittal and Payment of Invoices** – The Client assures Barth Associates that financial arrangements have been made to fulfill the Client's obligations under this Letter of Agreement. Invoices for services shall be submitted on approximately a monthly basis. Payment shall be due upon receipt. If the Client has any questions on an invoice, the Client agrees to call the Project Manager within five working days of receipt of the invoice. Failure to call within this period acknowledges that the invoice is correctly rendered to the Client and therefore payable within the prescribed time.

The Client agrees to pay interest of 1.5% per month on invoice balances outstanding more than thirty (30) days, to be calculated from the date of each invoice. Barth Associates reserves the right to withhold work products or to stop work until payment is received

**7.3 Action of Agencies Not Guaranteed** – Barth Associates will exercise professional skill in executing its services, however, it cannot and does not guarantee the action of any governmental official, agency or judicial proceeding. The Client shall pay all invoices submitted in accordance with this Letter of Agreement regardless of the results of any such governmental or judicial actions.

**7.4 Ownership of Documents** – All documents, work product and information contained therein prepared by Barth Associates or its Subconsultants are instruments of service for use by the Client solely with respect to this Project. Barth Associates shall be deemed the author of these documents, work product and information, and shall retain all rights thereto. Any reuse or adaptation without Barth Associates' professional involvement will be at the Client's sole risk and without liability to Barth Associates. If the documents are to be so used without Barth Associates' professional involvement, the Client hereby agrees to remove Barth Associates' name, professional seal, title block and other means of identification from the documents prior to such use, and the Client hereby further agrees to hold Barth Associates harmless from any and all claims, damages, losses, expenses and attorney's fees arising out of or resulting there from.

**7.5 Retention of Records** – All original documents, work product and information contained therein shall be retained by Barth Associates for one (1) year following completion of the Project. After that time, Barth Associates reserves the right to dispose of the documents, work product and information in its sole discretion. The Client may request reproducible copies of all original deliverables at its expense.

**7.6 Limitation of Liability** – Barth Associates is not responsible or liable for any circumstances, acts, errors, omissions or events, of any type associated with the Project, beyond its reasonable control including, without limitation, any decisions made or interpretations or clarifications of any documents without consultation and advice of Barth Associates, construction costs, or the acts or failures to act of any governmental or judicial agency. Barth Associates shall not be responsible or liable for the acts or omissions of any contractor, separate consultant, subconsultant or supplier, or of any of the agents or employees of any of them or any other persons otherwise furnishing or performing any of their work.

**7.7 Assignment of Agreement** – Neither the Client nor Barth Associates shall have any right to assign this Letter of Agreement to any other person or entity, absent prior written consent from the other party.

**7.8 Dispute Resolution** – In the unlikely event of any dispute, difference, claim or counterclaim between Barth Associates and the Client arising out of or in connection with this Letter of Agreement, which cannot be amicably resolved by the parties through good faith negotiations, any such matter shall be submitted to the superior court, or such other court having subject matter jurisdiction, in and for Palm Beach County, Florida for trial and determination by the court sitting with or without jury. The parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida (if applicable) pursuant to the requirements of law, and they expressly waive the right to a jury trial. The Client agrees to pay all of Barth Associates' reasonable attorney's fees and all costs and litigation expenses incurred in bringing any such suit in the event that Barth Associates prevails, including at the trial court and all appellate levels.

**7.9 Entire Agreement / Governing Law** – Regarding the subject matter hereof, this Agreement contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. This Agreement shall be governed by the laws of the State of Florida.

We look forward to working with you on this project. If you find these terms acceptable, please sign where indicated below and return one signed original to Barth Associates for our files. Please call me if you have any questions.

Sincerely,

David Barth PhD, RLA, AICP, CPRP  
Principal

**AGREED TO AND ACCEPTED BY:**

**Village Of North Palm Beach**

**Barth Associates**

By: \_\_\_\_\_  
Russ Ruskay

By:   
\_\_\_\_\_ David L. Barth

Its: \_\_\_\_\_  
Project Manager

Its: \_\_\_\_\_  
Principal

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

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