

**VILLAGE OF ROYAL PALM BEACH  
COUNCIL REGULAR MEETING  
VILLAGE COUNCIL CHAMBERS  
THURSDAY, JULY 17, 2025  
6:30 P.M.**

**Ways to Participate**

- In Person: Public may participate in person at the Village Council Chambers, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411.
- Computer, Tablet, Smartphone: Public may participate remotely by joining GoToWebinar from your computer, tablet or smartphone via [www.royalpalmbeachfl.gov/webmeetings](http://www.royalpalmbeachfl.gov/webmeetings).
- Telephone: Public may listen only via phone remotely by dialing United States +1 (415) 655-0060, Webinar ID: 817-369-851, Access Code: 497-544-596.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Mayor Jeff Hmara  
Vice Mayor Richard Valuntas  
Councilwoman Jan Rodusky  
Councilman Adam Miller  
Councilwoman Sylvia Sharps

**LEGISLATIVE UPDATE FROM REPRESENTATIVE JERVONTE EDMONDS**

**REPORTS**

**PETITIONS**

**STATEMENTS FROM THE PUBLIC ON NON AGENDA ITEMS OR CONSENT  
AGENDA ITEMS**

**CONSENT AGENDA**

1. Approval of the minutes of the Council Regular Meeting of June 5, 2025.  
(Village Clerk)
2. Approval and authorization for the Mayor to execute the Tenth Addendum to the Law Enforcement Service Agreement by and between the Palm Beach County Sheriff's Office and the Village of Royal Palm Beach. (Village Manager)
3. Adoption of Resolution No. 25-22, a resolution of the Village Council of the Village of Royal Palm Beach, Florida, authorizing the Mayor to sign that certain state highway lighting, maintenance, and compensation agreement with the State of Florida Department of Transportation (District Four) concerning lighting, maintenance and compensation for seven (7) FPL-owned light poles located within the south right-of-way on State Road 80, identified as Contract No. ASM61; providing for transmittal; providing an effective date; and for other purposes. (Village Engineer)

4. Approval of the bid award in the amount of \$99,158.00 and authorization for the Village Manager to execute a contract with Encore Broadcast Solutions, the highest ranked bidder for Farber Building Reno Audio Visual. Funds to come from the Farber Building Renovations project, Project Number EN2401. (Village Engineer)
5. Approval and authorization for the Village Manager to enter into renewal contracts with Call a Doctor Plus, CIGNA Healthcare to provide Health, Dental and Vision, New York Life for Life/Disability Insurance, and AETNA Resources for Living for EAP for the employees of the Village of Royal Palm Beach. (Director of Human Resources & Risk and Finance Director)
6. Approval of the bid award in the amount of \$344,250.00 and authorization for the Village Manager to enter into a Professional Services Agreement for Consulting Services with Berry, Dunn, McNeil & Parker, LLC the highest ranked bidder for Enterprise Resource Planning (ERP) Project Planning and Development project. (IS Director)
7. Tentative adoption of the proposed millage rate of 1.9200 and approval of the scheduled public hearings on September 11, 2025 at 6:30 p.m. and September 18, 2025, at 6:30 p.m. in the Village Council Chambers. (Finance Director)

#### **REGULAR AGENDA**

1. Public hearing to consider Application No. 25-050 (SE), an application by Shanghai Foot Spa & Massage, Inc., on behalf of Victoria Shoppes, LLC, and adoption of Resolution No. 25-15 confirming Council action. The applicant is seeking a Special Exception Use approval to allow for a "State Licensed Massage Therapist Establishment" within the General Commercial (CG) zoning district, for a property located at 129 S. State Road 7, Suite 403B. Agent: Penglin Lu. \* (Director of P & Z)
2. Public hearing to consider Application No. 25-036 (FP) Paint Lux, an application by AMG Business Enterprises, LLC, and adoption of Resolution No. 25-17 confirming Council action. The applicant is seeking Final Plat approval to add 0.235± acres to the existing development for a total replatted area of 1.825± acres, for a property located on 6846 Seminole Palms Drive. Agent: Vincent Kafer. (Director of P & Z)
3. Public hearing to consider Application No. 25-027 (SPM, AAR) an application by Urban Design Studio, and adoption of Resolution No. 25-14 confirming Council action. The applicant is seeking Major Site Plan Modification and Architectural Approval in order to modify the previously approved site plan to add mail pavilion(s), revise the recreational areas, and update parking site data, for a property located on Southern Boulevard approximately 0.27 miles west of State Road 7 (US 441). Agent: Lentzy Jean-Louis of Urban Design Kilday Studios. \* (Director of P & Z)

## **ADJOURNMENT**

If a person decides to appeal any decision made by this group with respect to any matter considered at this meeting or hearing, he or she will need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based. The Village of Royal Palm Beach does not provide such a record.

In accordance with the provisions of the Americans With Disabilities Act (ADA), this document can be made available in an alternative format (large print) upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting by contacting the Village Clerk's office, Village of Royal Palm Beach, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411. (561) 790-5100

Hearing Assistance: If any person wishes to use a ListenAid hearing device, please contact the Village Clerk prior to any meeting held in the Council Chambers.

Agenda Item No. C - 1

**VILLAGE OF ROYAL PALM BEACH**  
Agenda Item Summary

**AGENDA ITEM: Approval of the minutes of the Council Regular Meeting of June 5, 2025.**

**ISSUE: It is necessary for Village Council to approve all Village Council meeting minutes.**

**RECOMMENDED ACTION: Motion to Approve**

<b>Initiator</b>	<b>Village Manager Approval</b>	<b>Agenda Date</b>	<b>Village Council Action</b>
<b>Village Clerk</b>		<b>7/17/25</b>	



**VILLAGE OF ROYAL PALM BEACH  
MINUTES OF COUNCIL REGULAR MEETING  
VILLAGE COUNCIL CHAMBERS  
THURSDAY, JUNE 5, 2025  
6:30 P.M.**

**Ways to Participate**

- In Person: Public may participate in person at the Village Council Chambers, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411.
- Computer, Tablet, Smartphone: Public may participate remotely by joining GoToWebinar from your computer, tablet or smartphone via [www.royalpalmbeachfl.gov/webmeetings](http://www.royalpalmbeachfl.gov/webmeetings).
- Telephone: Public may listen only via phone remotely by dialing United States +1 (562) 247-8422, Webinar ID: 246-550-379, Access Code: 986-971-925.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Mayor Jeff Hmara	- Present Remotely
Vice Mayor Richard Valuntas	- Present
Councilwoman Jan Rodusky	- Present
Councilman Adam Miller	- Present
Councilwoman Sylvia Sharps	- Present

Also present were the Village Manager, Village Attorney (Mitty Davis), and the Village Clerk.

**PROCLAMATION FOR NATIONAL LEAGUE OF CITIES DECLARING JUNE 2025 AS SMALL CITIES MONTH**

**REPORTS**

Mayor Hmara joined remotely from France. Reported on receiving input about the mixed responses focusing on non-vehicle transportation. Mentioned his plans to be near Normandy during the 81st anniversary of D-Day on June 6, 1944.

Councilwoman Rodusky thanked everyone involved in the Memorial Day Observance, showing appreciation for the community's collective efforts. She then announced several upcoming events organized by the Village that include Prom Night on Friday, June 6<sup>th</sup> for the Young at Heart, Food Trucks/Concert at Commons Park on Friday, June 6<sup>th</sup> featuring a tribute band to Pat Benetar, June 19<sup>th</sup> the Village and Post Office will be closed in observance of Juneteenth with a celebration to be held at Commons Park on Friday, June 20<sup>th</sup> with soul food and performances by N2Nation, Royal Palm Beach Community Band concert at 7:00 p.m. on June 24<sup>th</sup>. She was proud to announced the unveiling of the new public art piece “Rooted” at Village Hall and invited everyone to attend the event starting at 4:30 p.m. on Monday, June 30<sup>th</sup> Lastly, the 4<sup>th</sup> of July celebration will be held at Commons Park.

Councilman Miller expressed gratitude toward teachers, administrators, and support staff for their dedication throughout the school year. He also recognized everyone involved in the Memorial Day Observance. He shared a personal organizational strategy using AI tools, specifically ChatGPT. Councilman Miller explained that he takes quick notes during meetings on Google Docs and then later uploads them to ChatGPT to have them summarized and organized.

Councilwoman Sharps announced she would be attending the Institute for Elected Municipal Officials for newly elected council members and commissioners. Additionally, she will participate in various Village events, including one for her non-profit organization that supports domestic violence survivors.

Vice Mayor Valuntas also recognized and thanked everyone involved in the Memorial Day Observance, including the Community Band. He specifically expressed gratitude to the Mayor for the heartfelt speech given during the observance.

The Village Manager announced that on Tuesday, June 10<sup>th</sup>, the Palm Beach County Commission will be awarding the Countywide Transportation Master Plan contract to a consultant. The consultant's role will be to assist both the County and municipalities in developing a future transportation plan that aligns with the goals and needs of all stakeholders, including FDOT (Florida Department of Transportation) and the TPA (Transportation Planning Agency).

#### **PETITIONS – None**

#### **STATEMENTS FROM THE PUBLIC ON NON AGENDA ITEMS OR CONSENT AGENDA ITEMS - None**

#### **CONSENT AGENDA**

The Village Clerk read into the record the Consent Agenda as follows:

1. **Approval of the minutes of the Council Workshop Meeting of May 8, 2025 and Council Regular Meeting of May 15, 2025. (Village Clerk)**
2. **Approval of a special event permit for the Village of Royal Palm Beach to hold its Annual Star Spangled Spectacular at Royal Palm Beach Commons on Friday, July 4, 2025 from 3:00 p.m. until 10:00 p.m. (Director of P & Z)**
3. **Approval and authorization, in accordance with established policy, for the making of a budget amendment for Fund 303 in the Fiscal Year 2024-2025 Budget. Said amendment to transfer a total of \$110,685 from Fund 303 Undesignated Fund Balance to Lighting Upgrade @ Bob Marcello Park (PR2501). (Finance Director)**
4. **Approval of the bid award in the amount of \$302,562.93 and authorization for the Village Manager to execute a contract with the**

**lowest responsive, responsible bidder for Lighting Upgraded Village Sports Fields Project (PR2501) to Davco Electrical Contractors Corp. (Director of Parks & Recreation)**

- 5. Approval of the bid award in the amount of \$357,113.00 and authorization for the Village Manager to execute a contract for materials for the Lighting Upgrade Village Sports Fields Project (PR2501) to Musco Sports Lighting. (Director of Parks & Recreation)**
- 6. Approval of a bid award in an amount not to exceed \$100,000.00 and authorization for the Village Manager to execute a contract with the lowest responsive, responsible bidder for Annual Carnival Ride Services to Florida Carnival & More Inc. (Director of Parks & Recreation)**
- 7. Approval and authorization for the Village Manager to enter into a Professional Services Agreement for Electrical Engineering Services with Cape Design Engineering Co. for various projects in the Village of Royal Palm Beach. (Village Engineer)**
- 8. Adoption of Resolution No. 25-19, a resolution of the Village Council of the Village of Royal Palm Beach, Florida, approving and authorizing, in accordance with established policy, the making of a budget amendment for Fund 401 in the Fiscal Year 2024-2025 Budget. Said amendment to transfer a total of \$75,000 from Fund 304 Undesignated Fund Balance to WTP Site Modification (PW1902). (Finance Director)**
- 9. Approval and authorization for Village Manager to execute Change Order #1 with Total Wrecking & Environmental, LLC for the Water Treatment Plant Site Modification (PW1902) to increase the amount of the contact by Seventy-Four Thousand Dollars (\$74,000.00). (Director of Public Works)**

Councilman Miller pulled item no. 6 for discussion.

Councilwoman Rodusky made a motion to approve the Consent Agenda less Item #6; seconded by Councilwoman Sharps. Hearing no discussion, Vice Mayor Valuntas put the motion to a vote and it passed unanimously.

Councilman Miller expressed concern about the carnival ride company at a recent event, specifically about the company leaving the park before the event had ended. The Village Manager explained that the event times are outlined in the RFP (Request for Proposal) and contract, and a discussion will take place with the contractor to ensure they adhere to the specified times in the future.

Councilwoman Sharps made a motion to approve the Consent Agenda Item #6; seconded by Councilwoman Rodusky. Hearing no discussion, Vice Mayor Valuntas put the motion to a vote and it passed unanimously.

## **REGULAR AGENDA**

### **1. Presentation of the Palm Beach County Sheriff's Office District 9 Annual Report by Captain Ulrich Naujoks. (Village Manager)**

Captain Ulrich Naujoks acknowledged the tradition of presenting the annual report. He presented the attached 2024 Annual Report. He ended the presentation by reassuring that the District 9 Deputies will continue to ensure that Royal Palm Beach remains a safe place for residents, visitors, and businesses.

Vice Mayor Valuntas thanked Captain Naujoks while acknowledged that larceny has increased (mostly shoplifting), received an explanation on how loss prevention has differed and has been handled throughout the year. Vice Mayor Valuntas also received further information with regard to the traffic situation at the H.L. Johnson Elementary School as well as the concerns with speeding on Crestwood Boulevard North.

Mayor Hmara referred to complaints regarding speeding on Crestwood Boulevard North and is awaiting the results of mechanical or electronic measurements (traffic speed data) that is being performed to assess the situation.

Councilwoman Sharps expressed her gratitude to the sheriff's office for their hard work. She also made a specific request for speeding enforcement on Sparrow Drive, highlighting a concern in that area.

Councilwoman Rodusky also expressed her appreciation for the team. She mentioned her positive experience with the "Shop with a Cop" event during the holiday season, suggesting she values community engagement and the connection between law enforcement and residents.

Councilman Miller expressed his gratitude to Captain Naujoks and his team for their efforts. He mentioned that he and his family feel very safe in Royal Palm Beach, which speaks to the effectiveness of the local law enforcement. He also shared a positive story from the Village's WestFest event, where a lost child was quickly found, further highlighting the team's good work.

## **ADJOURNMENT**

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Vice Mayor Richard Valuntas

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Diane DiSanto, Village Clerk

Agenda Item No. C - 2

**VILLAGE OF ROYAL PALM BEACH**

Agenda Item Summary

**AGENDA ITEM:** Approval and authorization for the Mayor to execute the Tenth Addendum to the Law Enforcement Service Agreement by and between the Palm Beach County Sheriff's Office and the Village of Royal Palm Beach.

**ISSUE:**

The consideration for the period beginning October 1, 2025 through September 30, 2026 will be \$9,691,599.00 or \$807,633.25 per month.

**RECOMMENDED ACTION:** Motion to Approve the Tenth Addendum to the Law Enforcement Service Agreement.

<b>Initiator</b>	<b>Village Manager</b>	<b>Agenda</b>	<b>Village Council</b>
	<b>Approval</b>	<b>Date</b>	<b>Action</b>
<b>Village Manager</b>		<b>7/17/25</b>	

**TENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT**  
**SHERIFF RIC L. BRADSHAW AND THE VILLAGE OF ROYAL PALM BEACH**

This Tenth Addendum to the Law Enforcement Service Agreement is made by and between The Village of Royal Palm Beach (hereinafter referred to as “Village”), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The Village and the Sheriff shall hereinafter be referred to as the “Parties.”

**WHEREAS**, the Parties executed a Law Enforcement Service Agreement effective October 01, 2016, a First Addendum effective October 01, 2016, a Second Addendum effective October 01, 2017, a Third Addendum effective October 01, 2018, a Fourth Addendum effective October 01, 2019, a Fifth Addendum effective October 01, 2020, a Sixth Addendum effective October 01, 2021, a Seventh Addendum effective October 01, 2022, an Eighth Addendum effective October 01, 2023, and a Ninth Addendum effective October 01, 2024 (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

**WHEREAS**, the Parties wish to and set forth the consideration for the Tenth Year of the contract term October 01, 2025 through September 30, 2026.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 5, Section 5.2 of the Law Enforcement Service Agreement, Section 5.1 is amended as to the total amount due for services for the period beginning October 01, 2025 through September 30, 2026 (excepting those costs identified and funded in Section 5.5 of the Agreement) as follows: The total amount due for the annual period referenced above shall be \$9,691,599.00. Monthly payments shall be \$807,633.25.
2. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

Additional law enforcement services as set forth in Article 2.1 (E) shall be compensated at a rate of \$132.00 per hour for a deputy and \$172 per hour for a sergeant and will be billed by the SHERIFF to the VILLAGE on a monthly basis. This rate is subject to annual review and change upon agreement between the VILLAGE and SHERIFF. Alternatively, the VILLAGE may opt to submit an application for an off-duty permit.

3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addenda, shall continue unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

**PALM BEACH COUNTY SHERIFF'S OFFICE**

**VILLAGE OF ROYAL PALM BEACH**

BY: \_\_\_\_\_  
Ric L. Bradshaw

BY: \_\_\_\_\_  
Jeff Hmara

Title: Sheriff

Title: Mayor

Witness: \_\_\_\_\_  
Tristram J. Moore, Major

Witness: \_\_\_\_\_  
Diane DiSanto, Village Clerk

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

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

## EXHIBIT A\*

Previous District 9 Allocations		Current District 9 Allocations	
Title	Quantity	Title	Quantity
Captain LE	1	Captain LE	1
Lieutenant LE	1	Lieutenant LE	1
Sergeant LE	6	Sergeant LE	6
Detective Sergeant	1	Detective Sergeant	1
Deputy Sheriff LE	43	Deputy Sheriff LE	43
Deputy Sheriff LE Motors	2	Deputy Sheriff LE Motors	2
Detective	3	Detective	3
Section Manager	1	Section Manager	1
Criminal Intelligence Analyst	1	Criminal Intelligence Analyst	1
Administrative Secretary	1	Administrative Secretary	1
Central Records Specialist	2	Central Records Specialist	2
Clerical Specialist	1	Clerical Specialist	1
Alternate Response Specialist	1	Alternate Response Specialist	1
Community Service Aide	1	Community Service Aide	1
Crossing Guard	44	Crossing Guard**	44
<b>TOTAL</b>	<b>109</b>	<b>TOTAL</b>	<b>109</b>

\* This Exhibit A was adopted as part of the Tenth Addendum to the Agreement effective October 01, 2025.

\*\*Additional Crossing Guard Allocations were added in FY's 11, 13, 14 & 15 at no additional cost to the Village in order to meet FDOT standards.





Agenda Item #\_C - 3\_\_\_\_\_

## VILLAGE OF ROYAL PALM BEACH

### Agenda Item Summary

#### AGENDA ITEM:

**Adoption of Resolution No. 25-22, A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THAT CERTAIN STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (DISTRICT FOUR) CONCERNING LIGHTING, MAINTENANCE AND COMPENSATION FOR SEVEN (7) FPL-OWNED LIGHT POLES LOCATED WITHIN THE SOUTH RIGHT-OF-WAY ON STATE ROAD 80, IDENTIFIED AS CONTRACT NO. ASM61; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

#### ISSUE:

The Florida Department of Transportation (FDOT) is authorized under Sections 334.044 and 335.055 of the Florida Statutes to manage lighting on the State Highway System. However, FDOT policy prevents them from directly contracting with Florida Power & Light (FPL) for lighting agreements. Due to right-of-way limitations, seven FPL-owned lights were installed on FPL poles within the south right-of-way of State Road 80, specifically between Crestwood Boulevard South and Park Central. These lights, detailed in Exhibit A of Contract No. ASM61 and identified as FDOT Financial Project No. 405121-2-78-27, significantly enhance safety along the roadway. Therefore, FDOT and the Village intend to finalize an agreement to formally outline the maintenance responsibilities for these essential lights.

#### RECOMMENDED ACTION:

Staff recommends a motion to approve.

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Initiator:	Village Manager	Agenda	Village Council
	Approval:	Date:	Action:
Village Engineer		07/17/25	

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**RESOLUTION NO. 25-22**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THAT CERTAIN STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (DISTRICT FOUR) CONCERNING LIGHTING, MAINTENANCE AND COMPENSATION FOR SEVEN (7) FPL-OWNED LIGHT POLES LOCATED WITHIN THE SOUTH RIGHT-OF-WAY ON STATE ROAD 80, IDENTIFIED AS CONTRACT NO. ASM61; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the State of Florida Department of Transportation (“FDOT”) is authorized under Sections 334.044 and 335.055, Florida Statutes to enter into agreements for the maintenance and operation of lighting on the State Highway System; and

**WHEREAS**, there are seven (7) FPL-owned lights within the south right-of-way on State Road 80 between Crestwood Boulevard South and Park Central as depicted on Exhibit A to Contract No. ASM61 and identified as FDOT Financial Project No. 405121-2-78-27; and

**WHEREAS**, FDOT and the Village desire to execute this Agreement in order to memorialize the maintenance obligations for such lighting; and

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, THAT:**

**Section 1:** The Village Council of the Village of Royal Palm Beach hereby authorizes the Mayor to execute the FDOT State Highway, Lighting, Maintenance, and Compensation Agreement (Contract No. ASM61) related to the lighting maintenance specifically identified in FDOT **Financial Project No. 405121-2-78-27**.

**Section 2:** The Village Clerk is hereby directed to attach this Resolution to the Agreement, and to provide these documents to FDOT under the terms of the Agreement.

**Section 3:** This Resolution shall take effect on July 1, 2026.

PASSED AND ADOPTED this 18th day of July, 2025.

VILLAGE OF ROYAL PALM BEACH

\_\_\_\_\_  
MAYOR JEFF HMARA

ATTEST:

(SEAL)

\_\_\_\_\_  
DIANE DISANTO, VILLAGE CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND  
 COMPENSATION AGREEMENT**

375-020-52  
 MAINTENANCE  
 OGC – 02/21  
 Page 1 of 8

CONTRACT NO. ASM61  
 FINANCIAL PROJECT NO. 405121-2-78-27  
 F.E.I.D. NO. F591082903001

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and Village of Royal Palm Beach, hereinafter referred to as the "**MAINTAINING AGENCY**";

**WITNESSETH:**

**WHEREAS**, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

**WHEREAS**, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

**WHEREAS**, **FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

**WHEREAS**, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

**1. Maintenance of Facilities**

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT's** fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT's** final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT's** fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT's** previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- c. All maintenance must be in accordance with the provisions of the following:
- (1) Manual of Uniform Traffic Control Devices; and
  - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.
- Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.
- e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the **FDOT's** fiscal year of June 30<sup>th</sup> following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

## 2. Compensation and Payment

**FDOT** shall pay to the **MAINTAINING AGENCY** a sum of \$ 2,633.36 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

**FDOT** expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

### 3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

### 4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

**FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

### 5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

**6. Force Majeure**

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**7. Miscellaneous**

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

**MAINTAINING AGENCY:**

Village of Royal Palm Beach
1050 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411

**FDOT:**

Florida Department of Transportation, District 4
District Maintenance Office
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.



- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- j. **MAINTAINING AGENCY:**
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
  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 Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**
  4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
  5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 1**

**863-519-2623**

**[D1prcustodian@dot.state.fl.us](mailto:D1prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 1 – Office of General Counsel  
801 N. Broadway  
Bartow, FL 33830**

**District 6**

**305-470-5453**

**[D6prcustodian@dot.state.fl.us](mailto:D6prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 6 – Office of General Counsel  
1000 NW 111 Avenue  
Miami, FL 33172-5800**

**District 2**

**386-758-3727**

**[D2prcustodian@dot.state.fl.us](mailto:D2prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025**

**District 7**

**813-975-6491**

**[D7prcustodian@dot.state.fl.us](mailto:D7prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 7 - Office of General Counsel  
11201 N. McKinley Drive, MS 7-120  
Tampa, FL 33612**

**District 3**

**850-330-1391**

**[D3prcustodian@dot.state.fl.us](mailto:D3prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 3 - Office of General Counsel  
1074 Highway 90 East  
Chipley, FL 32428**

**Florida's Turnpike Enterprise**

**407-264-3170**

**[TPprcustodian@dot.state.fl.us](mailto:TPprcustodian@dot.state.fl.us)**

**Turnpike Enterprise Chief Counsel  
Florida Turnpike – Office of General Counsel  
Turnpike Mile Post 263, Bldg. 5315  
Ocoee, FL 34761**

**District 4**

**954-777-4529**

**[D4prcustodian@dot.state.fl.us](mailto:D4prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 4 – Office of General Counsel  
3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309**

**Central Office**

**850-414-5355**

**[COprcustodian@dot.state.fl.us](mailto:COprcustodian@dot.state.fl.us)**

**Office of the General Counsel  
Florida Department of Transportation  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458**

**District 5**

**386-943-5000**

**[D5prcustodian@dot.state.fl.us](mailto:D5prcustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 5 – Office of General Counsel  
719 South Woodland Boulevard  
Deland, FL 32720**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND  
 COMPENSATION AGREEMENT**

375-020-52  
 MAINTENANCE  
 OGC – 02/21  
 Page 7 of 8

**8. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You MUST signify by selecting one of the applicable options:

- ☐ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first written.

**MAINTAINING AGENCY**

BY: (Signature)

(Printed Name: \_\_\_\_\_)

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

(Printed Title: \_\_\_\_\_)

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**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

BY: (Signature)

(Printed Name: Paul A. Lampley, P.E.)

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

(Printed Title: Director of Transportation Operations)

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**FDOT Legal Review**

BY: (Signature)  
 Counsel

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

(Printed Name: Elizabeth S. Quintana)

**Exhibit A**  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT**  
**For Fiscal Year 2026-2027**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

**2.0 FACILITIES**

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. The Village of Royal Palm Beach agrees to continue maintaining the 7 FPL-Owned lights under the new compensation agreement. Please see the map below showing the FPL lights along SR 80, highlighted in blue.

2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**3.0 COMPENSATION**

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$347.84 in fiscal year 2026 shall increase to \$358.28 in fiscal year 2027.

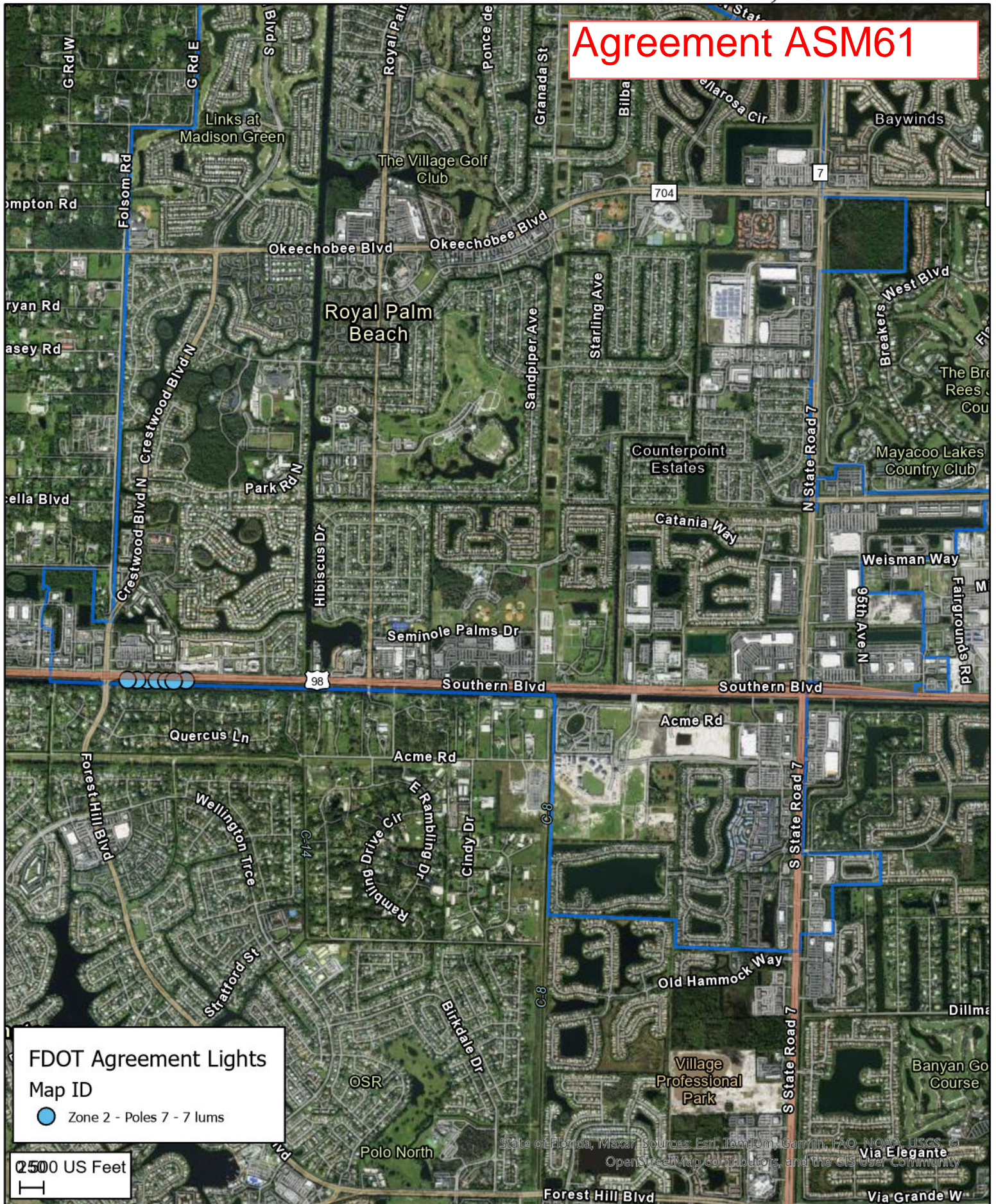
Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and \_\_\_\_%. Example: 330 (lights) x \$\_\_\_\_\_ (unit rate) x 0.90 (90% requirement) = \$ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	0.00%	Total
High Mast		HPS	0.00	0.00	0.00
Standard		HPS	0.00	0.00	0.00
Underdeck		HPS	0.00	0.00	0.00
Sign		HPS	0.00	0.00	0.00
High Mast		LED	0.00	0.00	0.00
Standard		LED	0.00	0.00	0.00
Underdeck		LED	0.00	0.00	0.00
Sign		LED	0.00	0.00	0.00



# THE VILLAGE OF ROYAL PALM BEACH, FLORIDA

Agreement ASM61



FDOT HIGHWAY LIGHTING, MAINTENANCE, AND  
COMPENSATION AGREEMENT LIGHT INVENTORY - SR80





# THE VILLAGE OF ROYAL PALM BEACH, FLORIDA



## FDOT HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT LIGHT INVENTORY - SR80







## VILLAGE OF ROYAL PALM BEACH

### Agenda Item Summary

#### AGENDA ITEM:

**Approval of the bid award in the amount of \$99,158.00 and authorization for the Village Manager to execute a contract with Encore Broadcast Solutions., the highest ranked bidder for Farber Building Reno Audio Visual. Funds to come from the Farber Building Renovations project, Project Number EN2401.**

#### BACKGROUND:

The project consists of purchase, installation, programming, and configuration of audio and video components including all cabling and installation materials for the newly renovated Farber Building. The Audio and Video are to be configured to facilitate conferencing and training events at the facility. Components need to support training audio and video system including wired/wireless microphones, amplifier, casting to multiple television screens from various mediums, indoor speaker system.

#### ISSUE:

The Village solicited requests for proposals (RFP) on April 22, 2025. Three competitive proposals were received as outlined in the table below. A four-person selection committee ranked the firms based on scoring criteria outlined in the RFP documents. The selection committee recommends awarding the contract to Encore Broadcast Solutions, as they were the highest ranked contractor.

BIDDER	Selection Committee Ranking	DAYS
Encore Broadcast Solutions	1	33
Peerson Audio Inc.	2	90
AVI-SPL	3	60

Funds to come from Project EN2401 Farber Building Renovations; Account No. 303-3900-539.65-99

#### RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda Date:	Village Council
Village Engineer	Approval:	07/17/2025	Action:

## AGENDA SUMMARY ITEM

### Agenda Item #: C - 5

**Agenda Item:** Approval and authorization for the Village Manager to enter into renewal contracts with Call a Doctor Plus, CIGNA Healthcare to provide Health, Dental and Vision, New York Life for Life/Disability Insurance, and AETNA Resources for Living for EAP for the employees of the Village of Royal Palm Beach.

Risk Strategies dba The Gehring Group, the Village's agent of record, prepared on behalf of the Village a summary of all healthcare renewals to be effective for the period from October 1, 2025 through September 30, 2026.

### Health Insurance

#### Company

CIGNA

#### Renewal

3.0% rate change in Premium

CIGNA will keep the plan as it currently is with no changes to level of coverage.

Call a Doctor (Teladoc) - A web based, interactive health related service to provide consultation to employees at no charge. A renewal at a cost of \$5.75 per month per member inclusive of 5 additional family dependents for fiscal year 2025-2026.

### Dental Insurance

Dental Insurance will be provided through CIGNA. Both the Dental HMO and PPO plans increase rates by 2.5%.

### Life Insurance, AD&D, LTD, STD & EAP

New York Life will continue to be our contract for Group Life, Accidental Death and Dismemberment, Long Term Disability (LTD), and STD ASO/ATP (Administrative Services Only/Advice to Pay). The Village is in year 2 of a 3 year rate guarantee which expires on September 30, 2027, therefore there will be no rate increase. NY Life is also committing to another true open enrollment which will allow employees, spouses and children to sign up for Voluntary Life with guaranteed issue.

Horizon Health (AETNA), the Village's Employee Assistance carrier will renew at a 0% rate increase for a three year contract with expiration date of September 30, 2028.

### Vision Insurance

Vision Insurance will be provided through CIGNA. Vision contract will have a 2.5% rate increase.

### Recommended Action:

Staff recommends Council approve the award of the renewal contract with Call A Doctor, an interactive web based medical service plan, and renewal contract to Cigna Healthcare, HDHP Current Plan with a 3.0% rate change to provide the HDHP health insurance plan for the employees of the Village of Royal Palm Beach with the Village funding 66.67% of the deductible in a Health Savings Account/Health Reimbursement Account, Cigna Dental, New York Life, LTD, ASO/ATP STD, AD&D, and AETNA Resources for Living for the Employee Assistance Program.

Attached hereto for further review is a total cost analysis as provided by the Gehring Group for the health insurance coverage discussed above.

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Monika Bowles Dir of HR and Risk & Sharon Almeida Finance Director		07/17/25	

Village of Royal Palm Beach  
Employee Benefits Executive Cost Summary  
Effective Date: October 1, 2025



FINAL SOLD

COVERAGE		CURRENT	RENEWAL				
HEALTH		CIGNA Healthcare	CIGNA Healthcare	ER Monthly Cost	ER Bi Wkly Cost (24)	EE Monthly Cost	EE Bi Wkly Cost (24)
HSA Plan		Expires 9/30/2025	Expires 9/30/2026				
Employee	50	\$1,019.14	\$1,049.71	\$944.74	\$472.37	\$104.97	\$52.49
Employee + Spouse	17	\$1,853.84	\$1,909.46	\$1,527.57	\$763.79	\$381.89	\$190.95
Employee + Child(ren)	8	\$1,683.70	\$1,734.21	\$1,387.37	\$693.69	\$346.84	\$173.42
Employee + Family	16	\$2,837.68	\$2,922.81	\$2,338.25	\$1,169.13	\$584.56	\$292.28
ANNUAL PREMIUM	91	\$1,696,137	\$1,747,020				
\$ INCREASE		N/A	\$50,882				
% INCREASE		N/A	3.0%				
DENTAL		CIGNA Healthcare	CIGNA Healthcare	ER Monthly Cost	ER Bi Wkly Cost (24)	EE Monthly Cost	EE Bi Wkly Cost (24)
PPO		Expires 9/30/2025	Expires 9/30/2026				
Employee	8	\$55.32	\$56.70	\$17.46	\$8.73	\$39.24	\$19.62
Employee + One	11	\$129.69	\$132.93	\$34.43	\$17.22	\$98.50	\$49.25
Employee + Family	4	\$194.53	\$199.39	\$51.64	\$25.82	\$147.75	\$73.88
Managed Dental		Expires 9/30/2025	Expires 9/30/2026				
Employee	31	\$21.29	\$21.82	\$17.46	\$8.73	\$4.36	\$2.18
Employee + One	15	\$41.99	\$43.04	\$34.43	\$17.22	\$8.61	\$4.31
Employee + Family	17	\$62.98	\$64.55	\$51.64	\$25.82	\$12.91	\$6.46
ANNUAL PREMIUM	86	\$60,093	\$61,593				
\$ INCREASE		N/A	\$1,500				
% INCREASE		N/A	2.5%				
VISION		CIGNA Healthcare	CIGNA Healthcare	ER Monthly Cost	ER Bi Wkly Cost (24)	EE Monthly Cost	EE Bi Wkly Cost (24)
		Expires 9/30/2025	Expires 9/30/2026				
Employee	24	\$8.32	\$8.53	\$0.00	\$0.00	\$8.53	\$4.27
Employee + Spouse	12	\$16.63	\$17.05	\$0.00	\$0.00	\$17.05	\$8.53
Employee + Child(ren)	5	\$16.80	\$17.22	\$0.00	\$0.00	\$17.22	\$8.61
Employee + Family	10	\$26.48	\$27.14	\$0.00	\$0.00	\$27.14	\$13.57
ANNUAL PREMIUM	51	\$8,976	\$9,202				
\$ INCREASE		N/A	\$225				
% INCREASE		N/A	2.5%				
LIFE		New York Life	New York Life				
		Expires 9/30/2027	Expires 9/30/2027				
Life Rate / \$1,000		\$0.270	\$0.270				
AD&D Rate / \$1,000		\$0.026	\$0.026				
Life Volume		\$8,528,400	\$8,528,400				
AD&D Volume		\$8,528,400	\$8,528,400				
ANNUAL PREMIUM		\$30,293	\$30,293				
\$ INCREASE		N/A	\$0				
% INCREASE		N/A	0.0%				
SHORT TERM DISABILITY		New York Life	New York Life				
		Expires 9/30/2027	Expires 9/30/2027				
Administration Fee	108	\$2.71	\$2.71				
ANNUAL PREMIUM		\$3,512	\$3,512				
\$ INCREASE		N/A	\$0				
% INCREASE		N/A	0.0%				
LONG TERM DISABILITY		New York Life	New York Life				
		Expires 9/30/2027	Expires 9/30/2027				
Rate / \$100		\$0.380	\$0.380				
Long Term Disability Volume		\$641,042	\$641,042				
ANNUAL PREMIUM		\$29,232	\$29,232				
\$ INCREASE		N/A	\$0				
% INCREASE		N/A	0.0%				
EMPLOYEE ASSISTANCE PROGRAM		Aetna Resources for Living	Aetna Resources for Living				
		Expires 9/30/2025	Expires 9/30/2028				
Rate / PEPM	110	\$2.32	\$2.32				
ANNUAL PREMIUM		\$3,062	\$3,062				
\$ INCREASE		N/A	\$0				
% INCREASE		N/A	0.0%				
TOTAL PROGRAM SUMMARY		Total	Total				
TOTAL MONTHLY PREMIUM		\$152,609	\$156,993				
TOTAL ANNUAL PREMIUM		\$1,831,306	\$1,883,913				
\$ INCREASE		N/A	\$52,608				
% INCREASE		N/A	2.9%				



## VILLAGE OF ROYAL PALM BEACH

### Agenda Item Summary

#### AGENDA ITEM:

Approval of the bid award in the amount of \$344,250.00 and authorization for the Village Manager to enter into a Professional Services Agreement for Consulting Services with Berry, Dunn, McNeil & Parker, LLC the highest ranked bidder for Enterprise Resource Planning (ERP) Project Planning and Development project.

#### BACKGROUND:

The Village's current ERP software is provided by CentralSquare Technologies which serves approximately 45 users in 7 Departments. The ERP system was originally purchased and implemented by the Village in 2005 and runs on an outdated IBM mid-range AS400. The Village is looking to explore new solution options. CentralSquare / Naviline is utilized for administration, payroll, general ledger, accounts payable, purchasing, fixed assets, cash receipting, building permitting, business license processing, land management, code enforcement, human resources and planning & engineering permitting.

The Village needs a consultant with proven experience in conducting needs assessment, drafting formal procurement solicitation/bid documents (RFP's), developing implementation plans, assisting in evaluating, selecting, and negotiating a contract with a preferred system vendor, and facilitating client-side project management during implementation of an ERP replacement.

#### ISSUE:

The Village solicited a Request for Proposal (RFP) for Consulting Services for Enterprise Resource Planning (ERP) Project Planning and Development on April 28, 2025. Ten (10) proposals were received in response to the RFP as outlined in the table below. A four person Selection Committee independently evaluated the proposals and ranked them at a public meeting on July 1, 2025 as follows:

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| 1 - Berry, Dunn, McNeil & Parker, LLC | 6 - Capital Edge Consulting LLC (tie) |
| 2 - <i>Plante &amp; Moran LLC</i>     | 6 - Avero Advisors (tie)              |
| 3 - Cherry Bekaert Advisory LLC       | 6 - <i>SoftResources LLC (tie)</i>    |
| 4 - <i>Sciens LLC</i>                 | 9 - <i>Executive Option, LLC</i>      |
| 5 - Civic Innovation Consultants      | 10 - <i>Ryse Technologies LLC</i>     |

BIDDER	BASE BID
Berry, Dunn, McNeil & Parker, LLC	\$344,250.00 for all Tasks (1-7) with the following additional rates if necessary: Hourly Labor Rate \$250.00

Funds budgeted in FY26 IS2501 CIP Budget, Account Number 303-1600-516-65-99.

#### RECOMMENDED ACTION:

Staff recommends a motion to authorize the Manager to enter into an agreement with Berry, Dunn, McNeil & Parker, LLC.



## PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into this \_\_\_\_\_ day of July, 2025, effective immediately, by and between Berry, Dunn, McNeil & Parker, LLC, a limited liability company registered in Florida, hereinafter referred to as the "CONSULTANT", and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the "Village."

### WITNESSETH:

Village and CONSULTANT, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. PROJECT DESIGNATION. Village and CONSULTANT, both hereby agree to enter into an agreement for **Consulting Services for Enterprise Resource Planning ("ERP") Project Planning and Development** within the corporate limits of the Village in accordance with the Village's request for qualifications for General Planning and Development Review Services and the CONSULTANT's Proposal with Proposal Form for said services dated June 2, 2025, both of which are attached hereto as composite Exhibit "A", and incorporated herein by reference. This agreement will commence on July 17, 2025, and will end on the July 17, 2027. The agreement may be extended for two (2) additional terms of one (1) year each at the same hourly rates and conditions of the original contract, upon written agreement of both parties. Any extensions shall be in the form of written addendum to this agreement.
2. SCOPE OF SERVICES. CONSULTANT agrees to perform the general planning and development review services in accordance with attached Composite Exhibit "A", including the provision of all labor, materials, equipment and supplies (hereinafter referred to the "Services").
3. COMPLIANCE WITH LAWS. CONSULTANT shall, in performing the Services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the Services to be rendered under this Agreement. CONSULTANT shall secure all licenses and permits necessary for initiation and completion of the project and be responsible for the payment of license and permit fees.
4. STANDARD OF CARE AND AUTHORITY TO PRACTICE. CONSULTANT warrants that all Services shall be performed to comparable professional standards in the field by skilled and competent personnel. CONSULTANT further represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
5. INDEMNIFICATION. CONSULTANT agrees, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless the VILLAGE, its employees and representatives, from any and all claims, suits, demands, causes of action, and other liabilities including all attorney's fees and court costs, including appeals, for which the VILLAGE, its officers, employees and representatives, can or may be held liable as a result of injury (including, but not limited to, sickness, disease and/or death) to persons including CONSULTANT'S own employees, or damage to property occurring by reason of any negligent or intentional acts or omissions of the CONSULTANT, its employees or agents in the performance of Services under this Agreement.
6. INSURANCE. During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and such policies shall be written by an insurance company authorized to do business in Florida:

- G. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
- H. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
- I. **Workers' Compensation** Insurance in accordance with statutory requirements of both state and federal laws.

CONSULTANT shall furnish VILLAGE the required certificates of insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage due to non-payment of premium will not be effective until at least ten (10) days written notice has been made to the VILLAGE, and that policy cancellation, non-renewal or reduction of coverage for any other reason will not be effective until at least thirty (30) days written notice has been made to the VILLAGE. CONSULTANT shall include VILLAGE as an additional insured on the General Liability and Automobile Liability insurance policy required by the Agreement. CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the VILLAGE.

7. INDEPENDENT CONTRACTOR. CONSULTANT and the VILLAGE agree that CONSULTANT is an independent contractor with respect to the Services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded VILLAGE employees by virtue of the Services provided under this Agreement. The VILLAGE shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

8. COMPENSATION. CONSULTANT shall perform all Services required in accordance with attached Composite Exhibit "A" for a total contract amount not to exceed Three Hundred Forty-Four Thousand, Two Hundred Fifty Dollars (\$344,250.00) for the initial two-year term. Additional services provided at the request of the VILLAGE shall be compensated at a rate of Two Hundred Fifty Dollars (\$250.00) per hour CONSULTANT shall prepare and submit separate invoices to the VILLAGE for work requested by and performed on behalf of the Village Planning and Zoning Department. Invoices must be submitted to the Village within thirty (30) days from the billing period. Each individual invoice shall be due and payable within thirty (30) days after receipt by the Village of a correct, fully documented, invoice. All invoices shall be delivered to:

**Village of Royal Palm Beach**  
1050 Royal Palm Beach Boulevard  
Royal Palm Beach, Florida 33411  
Attention: I.S. Director

9. DEFAULT/TERMINATION. Either party may terminate this agreement for convenience with thirty (30) days written notice to the other party. In the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide the defaulting party with written notice of

such default, and shall provide the defaulting party with thirty (30) days from the date of the written notice to remedy the default. If the defaulting party fails to cure the default within thirty (30) days from the date of the written notice of default, then the Agreement shall be automatically terminated. Additionally, either party may terminate this Agreement for any reason by providing a thirty (30) day written notice to the other party. CONSULTANT shall be paid for services actually rendered to the date of termination unless CONSULTANT is in breach of the Agreement. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONSULTANT shall:

A. Stop work on the date and to the extent specified; and

B. Transfer all work in process, completed work, and other material related to the terminated work to the VILLAGE.

10. **NOTICE.** Notice as required by this Agreement shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

<b>VILLAGE:</b> Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411  Attn: Raymond C. Liggins, P.E., ICMA-CM Village Manager	<b>CONSULTANT:</b> Berry, Dunn, McNeil & Parker, LLC 2211 Congress Street Portland, ME 04102  Attn: Charles K. Leadbetter, III, Manager
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11. **AVAILABILITY OF FUNDS.** The obligations of the VILLAGE under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of the Village of Royal Palm Beach.

12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Florida law and the sole venue for any action under this Agreement shall be Palm Beach County, Florida.

13. **NON-DISCRIMINATION.** CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, ancestry, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

14. **NON-WAIVER.** Waiver by the VILLAGE of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

16. **INSPECTOR GENERAL.** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the

VILLAGE shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the VILLAGE as well as contractors and lobbyists of the VILLAGE in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

17. PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONSULTANT must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONSULTANT must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONSULTANT who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, CONSULTANT shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONSULTANT does not transfer the records to the Village. Finally, upon completion of the Agreement, CONSULTANT shall transfer, at no cost to the Village, all public records in possession of the CONSULTANT, or keep and maintain public records required by the Village. If the CONSULTANT transfers all public records to the Village upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. Records that are 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 Village's information technology systems.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT [Ddisanto@RoyalPalmBeachFl.gov](mailto:Ddisanto@RoyalPalmBeachFl.gov), OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.**

18. E-VERIFY EMPLOYMENT ELIGIBILITY. CONSULTANT warrants and represents that it is in compliance with Sec. 448.095, Florida Statutes. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONSULTANT'S subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Sec. 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

The VILLAGE shall terminate this Agreement if it has a good faith belief that CONSULTANT has knowingly violated Sec. 448.09(1), Florida Statutes, as may be amended.

If VILLAGE has a good faith belief that CONSULTANT'S subconsultant has knowingly violated Sec. 448.09(1), Florida Statutes, as may be amended, VILLAGE shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

19. PUBLIC ENTITIES CRIMES ACT. As provided in Secs. 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Sec. 287.133(3)(a), Florida Statutes.

20. SCRUTINIZED COMPANIES. For Contracts under \$1M, the CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel. The VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is found to have submitted a false certification as provided under Sec. 287.135(5), Florida Statutes, if the CONSULTANT has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, Florida Statutes, or if CONSULTANT is engaged in a boycott of Israel.

For Contracts over \$1M, the CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, Florida Statutes. The CONSULTANT further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Sec. 287.135, Florida Statutes. The VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is found to have submitted a false certification as provided under Sec. 287.135(5), Florida Statutes or if the CONSULTANT has been placed on one of the aforementioned lists created pursuant to Sec. 215.4725, Florida Statutes. Additionally, the VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Sec. 287.135, Florida Statutes.

21. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on CONSULTANT and its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the VILLAGE via executed amendment.

22. OWNERSHIP OF DOCUMENTS. Any and all documents, records, disks, original drawings, or other information generated or created by CONSULTANT for the provision of Services under this Agreement shall become the property of the VILLAGE for its use and/or distribution as may be deemed appropriate by the VILLAGE.

23. ENTIRETY OF AGREEMENT AND MODIFICATION. The VILLAGE and CONSULTANT agree that this Agreement, together with the attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the VILLAGE and CONSULTANT pertaining to the Services

described herein, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

**Witnesses to CONSULTANT:**

**Berry, Dunn, McNeil & Parker, LLC:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Charles K. Leadbetter, III, Manager

**Witnesses to VILLAGE:**

**Village of Royal Palm Beach:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Raymond C. Liggins, P.E., Village Manager

Attest/Authenticated:

\_\_\_\_\_  
Village Clerk

(Corporate Seal)

## AGENDA SUMMARY ITEM

**Agenda Item #: C - 7**

**Agenda Item:** Tentative adoption of the proposed millage rate of 1.9200 and approval of the scheduled public hearings on September 11, 2025 at 6:30 p.m. and September 18, 2025, at 6:30 p.m. in the Village Council Chambers.

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Staff recommends an operating millage rate of 1.9200 for the 2025–2026 fiscal year, reflecting a 6.15% increase over the proposed rollback rate.

The recommended millage rate and tentative budget will be reviewed during public hearings scheduled for September 11, 2025, at 6:30 p.m., and September 18, 2025, at 6:30 p.m., held in the Village Council Chambers.

**RECOMMENDED ACTION:** Staff recommends the tentative adoption of the proposed millage rate of 1.9200. Additionally, staff seeks authorization to hold public hearings on September 11 and September 18, 2025, both at 6:30 p.m. in the Village Council Chambers, to review the tentative millage rate and budget.

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Sharon Almeida Finance Director		07/17/2025	

**Village of Royal Palm Beach**  
**Village Council**  
**Agenda Item Summary**

**Agenda Item:**

**PUBLIC HEARING TO CONSIDER APPLICATION NO. 25-050 (SE) AN APPLICATION BY SHANGHAI FOOT SPA & MASSAGE, INC., ON BEHALF OF VICTORIA SHOPPES, LLC, AND ADOPTION OF RESOLUTION NO. 25-15 CONFIRMING COUNCIL ACTION. THE APPLICANT IS SEEKING A SPECIAL EXCEPTION USE APPROVAL TO ALLOW FOR A “STATE LICENSED MASSAGE THERAPIST ESTABLISHMENT” WITHIN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT, FOR A PROPERTY LOCATED AT 129 S. STATE ROAD 7, SUITE 403B; BY PENG LIN LU.**

**Issue:**

The Applicant is requesting Special Exception Use Approval to allow for a “State licensed massage therapist establishment” within the General Commercial (CG) Zoning District, for a property located at 129 S. State Road 7, Suite 403B. The property is situated within the Anthony Groves Commercial Planned Commercial Development (PCD).

Please refer to **Attachment A** below for an illustration of the site plan identifying the proposed location of the affected Suite 403B.

In reviewing this petition, Village Staff considered conformity with the Village of Royal Palm Beach Code of Ordinances, Section 26-32 (f) (4) *Special exception applications*. Please find below the criteria for approving Special Exceptions and the Applicants response to the criteria:

1. The proposed Special Exception is consistent with the policies and standards of the village comprehensive plan; or

*The Applicant states: “Land Use Compatibility - The operations of the spa are consistent with the Village’s Future Land Use Element, contributing to a balanced and sustainable mix of commercial services that meet the evolving needs of the community. The spa supports the Village’s objective to maintain a vibrant local economy by providing health and wellness services within an appropriately designated commercial area.*

*Infrastructure Capacity - The existing public infrastructure has successfully supported the spa’s operations for over ten years without incident. This continued serviceability demonstrates that the spa imposes no additional strain on public facilities or services,*

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Initiator:	Village Manager	Agenda Date	Village Council
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Director of P&Z	Approval	7/17/2025	Action
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*including roads, utilities, and emergency response systems. Therefore, the proposed continuation or modification of use remains within the Village's capacity planning guidelines."*

2. The proposed Special Exception complies with all applicable development regulations of the Village Code; or

*The Applicant states: "Compliance with Development Regulations. The spa has operated for over ten years without violating any applicable development regulations. The business will continue to comply with all local codes and ordinances while serving the community needs in a professional and responsible manner."*

3. The proposed Special Exception does not have adverse environmental impacts which cannot be prevented by the imposition of conditions; or

*The Applicant states: "The existing infrastructure has adequately supported the spa's operations for over ten years, indicating no additional strain on public facilities or services."*

4. The proposed Special Exception does not have adverse vehicular or pedestrian traffic impacts which cannot be prevented by the imposition of conditions; or

*The Applicant states: "The proposed Special Exception Use is not expected to result in adverse vehicular or pedestrian traffic impacts. The spa has not been associated with any vehicular or pedestrian traffic issues over the past ten years of operation. The business will continue to comply with all previously applicable regulations and conditions to ensure safe and efficient traffic flow. If necessary, additional conditions may be imposed to address future concerns, though current evidence suggests that no such conditions are required."*

5. The proposed Special Exception does not have an adverse impact upon public facilities, including, but not limited to, impacts on police and fire protection, drainage systems, refuse disposal, water, sewers, and schools, which cannot be prevented by the imposition of conditions; or

*The Applicant states: "The proposed Special Exception Use is not anticipated to have any adverse impact on public facilities. The existing infrastructure has adequately supported the spa's operations for over ten years, indicating no additional strain on public utilities, roads, or municipal services. The continued use of the property as a spa remains consistent with the capacity and functionality of current public facilities."*

6. The design of the proposed Special Exception does not have adverse impacts on adjacent properties or is detrimental to their use and peaceful enjoyment and will cause objectionable noise, vibrations, [and/or] fumes; or

Initiator:	Village Manager	Agenda Date	Village Council
Director of P&Z	Approval	7/17/2025	Action

The Applicant states: *"The proposed Special Exception Use is not expected to be detrimental to adjacent properties or to interfere with the use and peaceful enjoyment of surrounding areas. The spa has not been associated with any negative impacts on neighboring properties during its more than ten years of operation. The business will continue to operate in a manner that is consistent with applicable provisions and standards, ensuring that any potential effects remain minimal and do not warrant additional conditions."*

7. The proposed Special Exception is compatible with the character and living conditions of the existing neighborhood in which it is to be located; or

The Applicant states: *"The proposed Special Exception Use is fully compatible with the character and living conditions of the existing neighborhood and does not restrict or impair public safety."*

*The spa employs only state-licensed massage therapists, all of whom are experienced professionals in the massage therapy industry.*

*Additionally, the spa maintains active insurance coverage to protect both clients and therapists, further demonstrating its commitment to safety and professional standards.*

*The continued operation of the spa aligns with the peaceful, service-oriented nature of the surrounding community and poses no risk to public health, safety, or welfare."*

8. The proposed Special Exception does not have an adverse impact on property values in adjacent areas which cannot be prevented by the imposition of conditions; or

The Applicant states: *"The spa has played a positive role in the local community by providing employment opportunities and contributing to the local economy. With a strong reputation built over the past ten years, the spa has maintained good relationships with clients and neighbors, fostering a stable and respected business presence. Its continued operation is expected to support, rather than detract from, surrounding property values."*

9. The proposed Special Exception is not a deterrent to the improvement or development of adjacent property, in accordance with applicable Village Code development regulations, which cannot be prevented by the imposition of conditions; or

The Applicant states: *"The proposed Special Exception Use will not deter the improvement or development of adjacent properties, and any potential concerns can be addressed through reasonable conditions if necessary."*

*The spa has operated for over ten years without violating any regulations or interfering with nearby development.*

*The business will continue to follow all applicable rules and maintain its professional standards, ensuring it remains a positive and compatible presence in the area."*

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Initiator:	Village Manager	Agenda Date	Village Council
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Director of P&Z	Approval	7/17/2025	Action
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10. The proposed Special Exception will not seriously reduce the quality or quantity of light and air available to adjacent properties which cannot be prevented by the imposition of conditions.

The Applicant states: *"The proposed Special Exception Use will not seriously reduce the quality or quantity of light and air available to adjacent properties."*

*There has been no evidence over the past ten years indicating that the spa's operations have negatively affected the light or air available to neighboring properties.*

*The spa will continue to comply with all applicable regulations to ensure that its presence does not impact environmental or living conditions in the surrounding area."*

In reviewing the proposed Special Exception use application, Village Staff considered compatibility with adjacent land uses, consistency with the Village's Comprehensive Plan and conformance with the Village's Development Standards for the General Commercial (CG) Zoning District. Staff has determined that the proposed Special Exception conforms to Village Standards.

The Planning and Zoning Commission considered the application on June 24, 2025, and recommended Approval by a vote of 5-0.

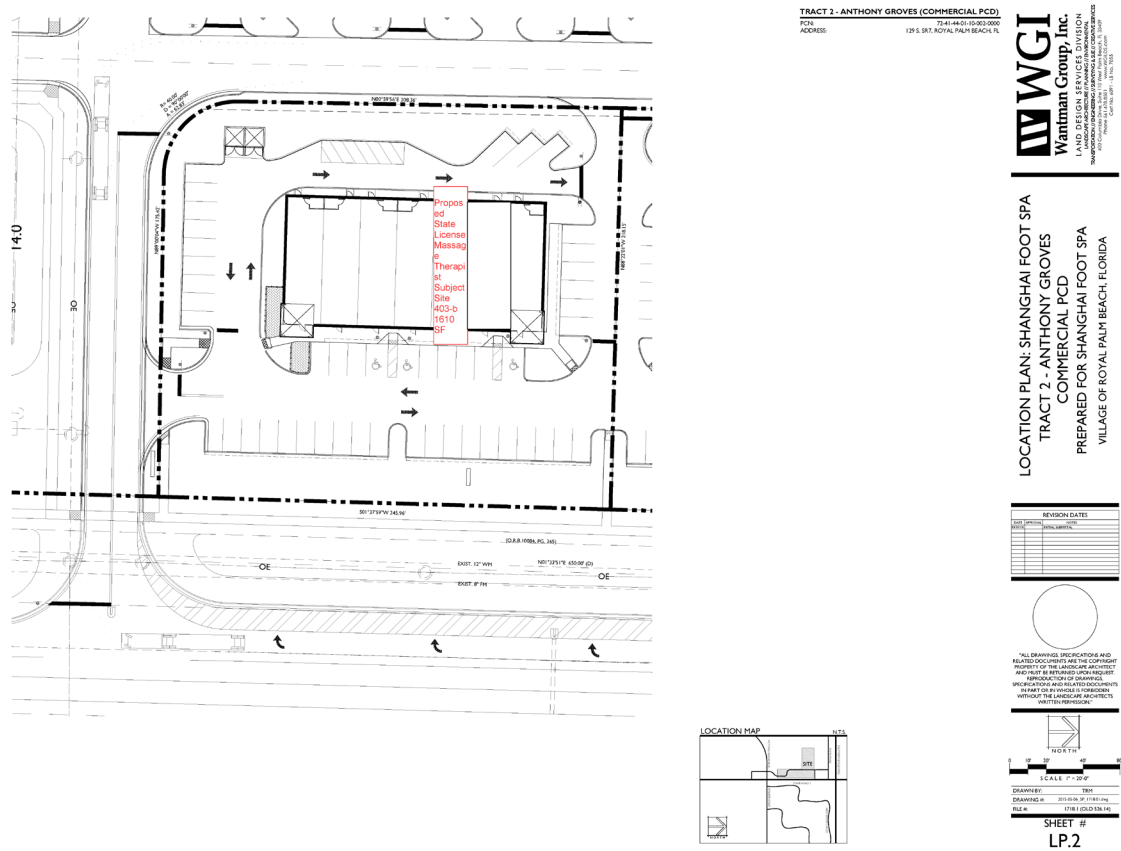
**Recommended Action:**

Staff is recommending Approval of Application No. 25-050 (SE) and Resolution No. 25-15.

Initiator:	Village Manager	Agenda Date	Village Council
Director of P&Z	Approval	7/17/2025	Action

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Directly below is an illustration showing the location of the affected Suite 403B.



Initiator:	Village Manager	Agenda Date	Village Council
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Director of P&Z	Approval	7/17/2025	Action
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**RESOLUTION NO. 25-15**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, APPROVING LAND DEVELOPMENT APPLICATION NO. 25-050(SE) – THE APPLICATION OF SHANGHAI FOOT SPA & MASSAGE, INC. - PERTAINING TO APPROVAL OF A SPECIAL EXCEPTION USE FOR A “STATE LICENSED MASSAGE THERAPIST ESTABLISHMENT” WITHIN THE GENERAL COMMERCIAL (CG) ZONING DISTRICT, FOR A PROPERTY LOCATED AT 129 S. STATE ROAD 7, SUITE 403B; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Village Council of the Village of Royal Palm Beach, Florida (“Village”), as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166 Florida Statutes, is authorized and empowered to consider applications relating to zoning and land development; and

**WHEREAS**, the notice and hearing requirements provided for in the Village Code have been satisfied where applicable; and

**WHEREAS**, Application No. 25-050(SE) was presented to the Village Council at its public hearing conducted on July 17, 2025; and

**WHEREAS**, the Village Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of the various Village review agencies, boards, and commissions, where applicable; and

**WHEREAS**, this approval is subject to all applicable Zoning Code requirements that development commence in a timely manner.

**NOW THEREFORE**, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, APPLICATION NO. 25-050(SE), THE APPLICATION OF SHANGHAI FOOT SPA & MASSAGE, INC., ON A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PLEASE SEE EXHIBIT ‘A’ ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Was approved, subject to the following conditions:

PLEASE SEE EXHIBIT ‘B’ ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 17th day of July, 2025.

VILLAGE OF ROYAL PALM BEACH

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MAYOR JEFF HMARA

ATTEST:

(SEAL)

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DIANE DISANTO, VILLAGE CLERK

**Exhibit A**  
**Legal Description**  
**Shanghai Foot Spa & Massage @ 129 S. State Road 7, Suite 403B**  
**Application No. 25-050(SE)**  
**Resolution No. 25-15**

LEGAL DESCRIPTION:

**PARCEL 1:**

Tract 2 and Tract 6, of GROVES AT ROYAL PALM, as shown by map thereof recorded in Plat Book 100, Pages 158, 159 and 160, of the public records of Palm Beach County, Florida.

Commonly known as: 137 S. State Road 7, Tax Parcel No. 72-41-44-01-10-002-0000 and 129 S. State Road 7, Tax Parcel No. 72-41-44-01-10-006-0000

**PARCEL 2:**

Non-exclusive easements as described in and provided for in the Reciprocal Easement Agreement recorded in Official Records Book 13286, Page 1305, and modified by Modification and First Amendment to Reciprocal Easement Agreement recorded in Official Records Book 15150, Page 884, of the public records of Palm Beach County, Florida, LESS AND EXCEPT any portion of said easements included within the lands described in Quit Claim Deed recorded in Official Records Book 937, Page 375 and Official Records Book 2659, Page 109, both of the public records of Palm Beach County, Florida.

**PARCEL 3:**

Non-exclusive easements as described in and provided for in the Cross Easement Agreement recorded in Official Records Book 13286, Page 1314, of the public records of Palm Beach County, Florida.

**PARCEL 4:**

Non-exclusive easements as described in and provided for in the Stormwater Drainage and Retention Easement Agreement recorded in Official Records Book 13286, Page 1329, of the public records of Palm Beach County, Florida.

**PARCEL 5:**

Non-exclusive easements as described in and provided for in the Declaration of Covenants and Restrictions for the GROVES AT ROYAL PALM, recorded in Official Records Book 15214, Page 1907, and amended by Amendment recorded in Official Records Book 18844, Page 629, of the public records of Palm Beach County, Florida.

**Exhibit B**  
**Conditions of Approval**  
**Shanghai Foot Spa & Massage @ 129 S. State Road 7, Suite 403B**  
**Application No. 25-050(SE)**  
**Resolution No. 25-15**

**1. Development Order:**

This development order constitutes approval for:

A Special Exception Use for a “State Licensed Massage Therapist Establishment” consisting of 1,610 square feet within Suite 403B located at 129 S. State Road 7.

This constitutes the only approval granted by this resolution. Unless specifically discussed in this condition or subsequent specific conditions of approval, no other approval is granted or implied.

**2. Site Specific Conditions:**

- A. This Special Exception use approval shall become null and void should the operator cease operations at this location.
- B. The Establishment shall take its last customer no later than 8:00 P.M. and shall be closed to the public no later than 9:00 P.M. nightly.
- C. Windows within Suite 403B shall not be tinted or blacked out; visibility shall be maintained into the suite utilized for massage therapy at all times.

**3. Standard Conditions:**

- A. This Special Exception approval shall expire one (1) year from the date of Council approval unless development is commenced within that time frame or appropriate applications for extensions are submitted pursuant to Section 26-66 of the Village Code or Ordinances. In no case shall the approval be extended beyond code-established time frames.
- B. Failure of the developer to comply with any of the Conditions of Approval at any time may result in the denial or revocation of building permits, issuance of a stop work order, denial of certificates of occupancy or the denial or revocation of other Village issued permits or approvals. Failure to commence development in a timely manner may also result in the revocation of development approval.
- C. The developer shall submit copies of permits from all agencies with regulatory jurisdiction prior to the issuance of a building permit.
- D. All advertising, legal documents, and correspondence shall refer to this location as being located within the Village of Royal Palm Beach.



**Village of Royal Palm Beach  
Village Council  
Agenda Item Summary**

**Agenda Item**

**PUBLIC HEARING TO CONSIDER APPLICATION NO. 25-036 (FP) PAINT LUX, AN APPLICATION BY AMG BUSINESS ENTERPRISES, LLC, AND ADOPTION OF RESOLUTION NO. 25-17 CONFIRMING COUNCIL ACTION. THE APPLICANT IS SEEKING FINAL PLAT APPROVAL TO ADD 0.235± ACRES TO THE EXISTING DEVELOPMENT FOR A TOTAL REPLATTED AREA OF 1.825± ACRES, FOR A PROPERTY LOCATED ON 6846 SEMINOLE PALMS DRIVE. BY AGENT: VINCENT KAHER.**

**Issue:**

This is an application for Final Plat approval to add 0.235± acres to the existing development for a total platted area of 1.825± acres, for a property located on 6846 Seminole Palms Drive. The site has a Future Land Use Designation of Industrial (IND) and a Zoning Designation of Industrial General (IG). Please find as **Attachment A** an illustration of the Final Pat.

Furthermore, the plat conforms to the platting requirements of Village Code, more specifically:

- *Sec. 22-24 Final Plat – Requirements Generally.:* the plat contains all of the information required; and
- The platted property meets all dimensional requirements of the zoning districts that are within the platted area.

This Final Plat is consistent with the Approved Site Plan for this property.

**Recommended Action:**

Village Staff is recommending Approval of Application No. 25-036 (FP) and adoption of Resolution No. 25-17.

Initiator:	Village Manager	Agenda Date	Village Council
Director of P & Z	Approval	7-17-2025	Action

Directly below is an illustration of the Final Plat.

[illegible]

Initiator:	Village Manager	Agenda Date	Village Council
Director of P & Z	Approval	7-17-2025	Action

P:\Royal Commerce Park\25-036 (FP) Paint Lux Final Plat\Board Documents\AIS & Staff Report\Agenda Item Summary\25-036 (FP) Paint Lux Final Plat Agenda Item VC.doc

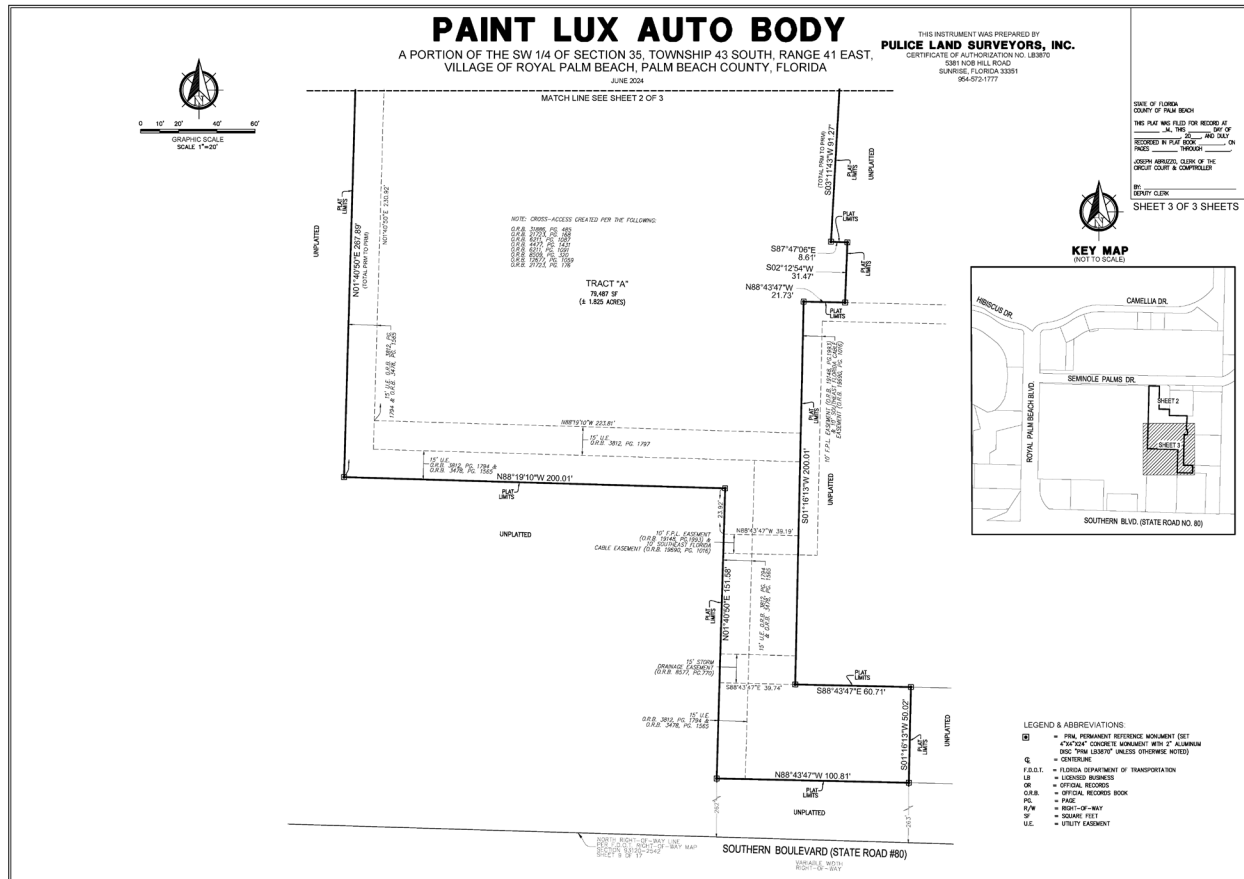
# Attachment A Continued

## Paint Lux

### Application No. 25-036 (FP)

### Resolution No. 25-17

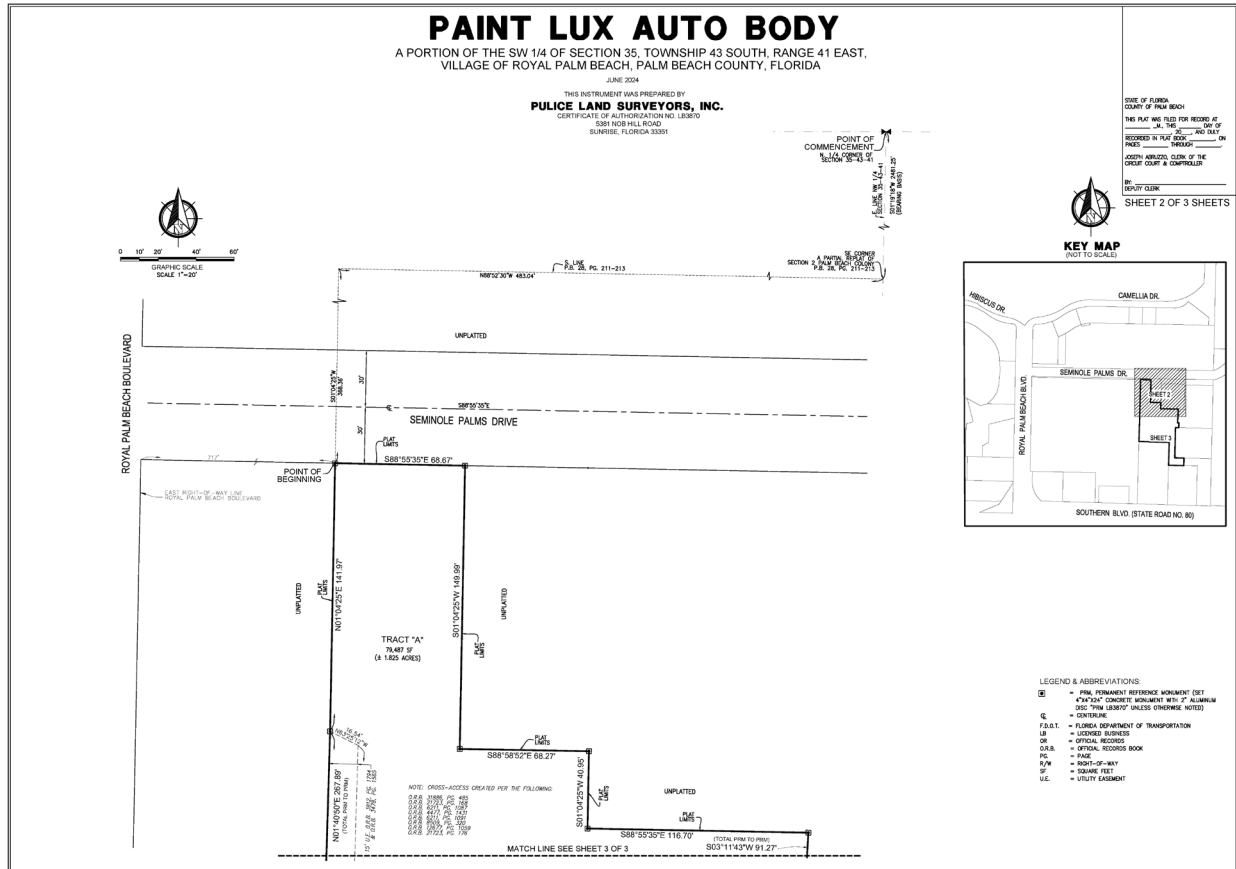
Directly below is an illustration of the Final Plat.



Initiator:	Village Manager	Agenda Date	Village Council
Director of P & Z	Approval	7-17-2025	Action

# Attachment A Continued Paint Lux Application No. 25-036 (FP) Resolution No. 25-17

Directly below is an illustration of the Final Plat.



Initiator:	Village Manager	Agenda Date	Village Council
Director of P & Z	Approval	7-17-2025	Action

**RESOLUTION NO. 25-17**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, APPROVING LAND DEVELOPMENT APPLICATION NO. 25-036 (FP) - THE APPLICATION OF AMG BUSINESS ENTERPRISES, LLC - PERTAINING TO FINAL PLAT APPROVAL OF 1.825± ACRES OF LAND LOCATED ON 6846 SEMINOLE PALMS DRIVE IN THE VILLAGE OF ROYAL PALM BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Village Council of the Village of Royal Palm Beach, Florida (“Village”), as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166 Florida Statutes, is authorized and empowered to consider applications relating to zoning and land development; and

**WHEREAS**, the notice and hearing requirements provided for in the Village Code have been satisfied where applicable; and

**WHEREAS**, Application No. 25-036 (FP) was presented to the Village Council at its public hearing conducted on July 17, 2025; and

**WHEREAS**, the Village Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of the various Village review agencies, boards, and commissions, where applicable; and

**WHEREAS**, this approval is subject to all applicable Village Code requirements that development commence in a timely manner.

**NOW THEREFORE**, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, THAT:

APPLICATION NO. 25-036 (FP), THE APPLICATION OF AMG BUSINESS ENTERPRISES, LLC, PERTAINING TO LAND MORE PARTICULARLY DESCRIBED ON EXHIBIT “A”, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, WAS APPROVED.

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 17th day of July, 2025.

VILLAGE OF ROYAL PALM BEACH

\_\_\_\_\_  
MAYOR JEFF HMARA

ATTEST:

(SEAL)

\_\_\_\_\_  
DIANE DISANTO, VILLAGE CLERK

**Exhibit A**  
**Legal Description**  
**Paint Lux**  
**Application No. 25-036 (FP)**  
**Resolution No. 25-17**

Directly below is the Legal Description:

**LEGAL DESCRIPTION:**

KNOW ALL MEN BY THESE PRESENTS THAT AMG BUSINESS ENTERPRISES LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS "PAINT LUX AUTO BODY", BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 41 EAST, IN THE VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 01°19'18" WEST ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 35 FOR 2481.25 FEET TO THE SOUTHEAST CORNER OF "A PARTIAL RE-PLAT OF SECTION 2 PALM BEACH COLONY", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGES 211 THROUGH 213 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°52'30" WEST ALONG THE SOUTH LINE OF SAID PLAT 483.04 FEET; THENCE SOUTH 01°04'25" WEST 368.36 FEET TO A POINT ON THE APPARENT SOUTH RIGHT-OF-WAY LINE OF SEMINOLE PALMS DRIVE AND THE POINT OF BEGINNING; THENCE SOUTH 88°55'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 68.67 FEET; THENCE SOUTH 01°04'25" WEST 149.99 FEET; THENCE SOUTH 88°58'52" EAST 68.27 FEET; THENCE SOUTH 01°04'25" WEST 40.95 FEET; THENCE SOUTH 88°55'35" EAST 116.70 FEET; THENCE SOUTH 03°11'43" WEST 91.27 FEET; THENCE SOUTH 87°47'06" EAST 8.61 FEET; THENCE SOUTH 02°12'54" WEST 31.47 FEET; THENCE NORTH 88°43'47" WEST 21.73 FEET; THENCE SOUTH 01°16'13" WEST 200.01 FEET; THENCE SOUTH 88°43'47" EAST 60.71 FEET; THENCE SOUTH 01°16'13" WEST 50.02 FEET; THENCE NORTH 88°43'47" WEST 100.81 FEET; THENCE NORTH 01°40'50" EAST 151.58 FEET; THENCE NORTH 88°19'10" WEST 200.01 FEET; THENCE NORTH 01°40'50" EAST 267.89 FEET; THENCE NORTH 01°04'25" EAST 141.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 79,487 SQUARE FEET (1.825 ACRES), MORE OR LESS.

**Exhibit B**  
**Conditions of Approval**  
**Paint Lux**  
**Application No. 25-036 (FP)**  
**Resolution No. 25-17**

**1. Site Specific Conditions of Approval:**

- A. The Final Plat shall be recorded in the Official Records of Palm Beach County within ten (10) calendar days of Final Plat Approval.

**Village of Royal Palm Beach  
Village Council  
Agenda Item Summary**

**Agenda Item:**

**PUBLIC HEARING TO CONSIDER APPLICATION 25-027 (SPM, AAR) AN APPLICATION BY URBAN DESIGN STUDIO AND RESOLUTION 25-14 CONFIRMING COUNCIL ACTION. THE APPLICANT IS SEEKING MAJOR SITE PLAN MODIFICATION AND ARCHITECTURAL APPROVAL IN ORDER TO MODIFY THE PREVIOUSLY APPROVED SITE PLAN TO ADD MAIL PAVILION(S), REVISE THE RECREATIONAL AREAS, AND UPDATE PARKING SITE DATA, FOR A PROPERTY LOCATED ON SOUTHERN BOULEVARD APPROXIMATELY 0.27 MILES WEST OF STATE ROAD 7 (US 441). BY AGENT: LENTZY JEAN-LOUIS OF URBAN DESIGN KILDAY STUDIOS.**

**Issue:**

The Applicant is seeking a Major Site Plan Modification and Architectural Approval in order to modify the previously approved site plan to add two (2) mail pavilions, revise the recreational areas, and update parking site data, for a property located on Southern Boulevard approximately 0.27 miles west of State Road 7 (US 441).

The subject property is located on the south side of Southern Boulevard and west of State Road 7. The parcels were annexed into the Village Boundary by Adoption of Ordinance No. 919 by Village Council on September 3, 2015. Site Plan Approval and Architectural Approval for a Multifamily Residential development with 318 units on a 23.952-acre site, within 13, apartment buildings, Architectural approval for the landscape plan, building design, and color and materials was approved by Village Council on May 16, 2019 through Resolution No. 19-16, as subsequently extended through Resolution No. 22-42.

Overall, the proposed Site Plan is in conformance with the Village's requirements for the Multifamily Residential (RM-14) Zoning District.

The Planning and Zoning Commission considered the application on June 24, 2025 and recommended Approval by a vote of 5-0.

**Recommended Action:**

Staff is recommending Approval of Application No. 25-027 (SPM, AAR) and Resolution No. 25-14.

Initiator	Village Manager	Agenda Date	Village Council
Director of P&Z	Approval	7-17-2025	Action

Z:\Project Files 12-11-02\Southern Blvd Properties (Tuttle Royale)\\_POD 3 (aka Phase 3 and 3B)\25-027 (SPM) Pod 3 Mail Pav Rec area Site Data\Final Board Approval\25-027 (SPM) Pod 3 Mail Pav Rec area Site Data Agenda Item VC REV2.doc



# Village of Royal Palm Beach - Staff Report

## I. General Data:

Project Name: Tuttle Pod 3 Mail Pavilions, Recreation Area and Site Data

Application: 25-027 (SPM, AAR) (Res. No. 25-14)

Applicant: Urban Design Studio  
Lentzy Jean-Louis  
610 Clematis Street, Suite CU02  
West Palm Beach, FL 33401

Request: Major Site Plan Modification and Architectural Approval in order to modify the previously approved site plan to add a mail pavilion(s), revise the recreational areas, and update parking site data, for a property located on Southern Boulevard approximately 0.27 miles west of State Road 7 (US 441).

Hearings: Planning and Zoning Commission: June 24, 2025  
Village Council: July 17, 2025

Recommendation: Approval

## II. Site Data:

Site Area: 23.952  $\pm$  acres

Property Control Numbers: 72-41-43-36-13-003-0000

Existing Land Use: Residential

Existing FLUM Designation: Multi-Family High Density Residential (MFH)

Existing Zoning District: Multifamily Residential District (RM-14)

Table 1: Adjacent Existing, Future Land Uses, and Zoning			
Dir.	Existing:	FLUM:	Zoning:
North	Al Packer Ford West	Commercial (COM)	General Commercial (CG)
South	Victoria Groves PUD	Residential Mixed Use (RMU)	Residential Mixed Use (RMU)
East	Lowe's	Commercial (COM)	General Commercial (CG)
West	Single Family Residences	Open Space (OS)	Agricultural Residential (AR, PBC)

Directly below is a map showing the location of the site:



### **III. Intent of Petition:**

The Applicant is seeking a Major Site Plan Modification and Architectural Approval in order to modify the previously approved site plan to add two (2) mail pavilions, revise the recreational areas, and update parking site data, for a property located on Southern Boulevard approximately 0.27 miles west of State Road 7 (US 441).

### **IV. History:**

The subject property is located on the south side of Southern Boulevard and west of State Road 7. The parcels were annexed into the Village Boundary by Adoption of Ordinance No. 919 by Village Council on September 3, 2015. Site Plan Approval and Architectural Approval for a Multifamily Residential development with 318 units on a 23.952 acre site, within 13, apartment buildings, Architectural approval for the landscape plan, building design, and color and materials was approved by Village Council on May 16, 2019 through Resolution No. 19-16, as subsequently extended through Resolution No. 22-42.

## **V. Analysis:**

The Applicant is seeking a Major Site Plan Modification and Architectural Approval in order to modify the previously approved site plan to add two (2) mail pavilions, revise the recreational areas, and update parking site data, for a property located on Southern Boulevard approximately 0.27 miles west of State Road 7 (US 441).

According to the applicant's justification statement, the request includes various site plan modifications, including:

- Updating the Site Data Table to reflect two (2) postal spaces and 733 parking spaces excluding postal spaces;
- Adding one (1) parking space north of Building 7, one (1) south of Building 2, and one (1) north of Building 6;
- Installing two (2) mail kiosks near Buildings 2 and 12;
- Revising the drive aisle and curbing near Building 13 to match as-built conditions and updating the adjacent parking row counts;
- Relocating grilling equipment further back on each end of the structure near the lake and recreation area;
- Labeling the outdoor fitness area along the sidewalk path with a note indicating a shade canopy and equipment to be determined;
- Modifying the recreation area south of Building 13 by removing the vegetable garden and adding a picnic area; removing trellises between Buildings 1 and 7, and between Buildings 11 and 12;
- Depicting the two (2) postal spaces on the site plan and in the Site Data Table on the Alternate Parking Plan (Sheet SP-1.0.6);
- Converting the volleyball court to a pickle ball court; and
- Dimensioning the 8' x 22' queuing spaces near the entry roundabout.

For an Illustration of the Site Plan, please refer to **Attachment C**. The Applicant is also requesting architectural approval for the design of the mail pavilions. For an illustration of the Mail Kiosks / Pavilions please refer to **Attachment D**.

In reviewing this petition, Village staff considered conformity with the Village of Royal Palm Beach's Zoning Code pertaining to the Multifamily Residential (RM-14) Zoning District. Specifically, the proposed project meets the requirements for the Multifamily Residential (RM-14) Zoning District as follows:

1. Parcel size: The site is 23.952± acres in size and exceeds the minimum area required for the Multifamily Residential (RM-14) Zoning District designated property of 3 acres.
2. Parcel width: The property is 1,395 feet wide and exceeds the minimum parcel width of 200 feet.

3.     Setbacks:                             The proposed structure meet the required setbacks for this zoning district.
4.     Pervious area:                     The proposed site plan provides 50.98% of the site as pervious area which exceeds the minimum 47% required by Village Code.
5.     Parking Requirements:           The site plan indicate a total of 735 parking spaces are provided.
6.     Landscape Areas:                 The proposed site plan complies with all aspects of the Village's Landscape Code.
7.     Maximum Building Height:       The development is in compliance with the minimum height requirement of the applicable Zoning District.

Overall, the proposed Site Plan is in conformance with the Village's requirements for the Multifamily Residential (RM-14) Zoning District.

#### **VI.     Staff Recommendation:**

Staff is recommending Approval of Application No. 25-027 (SPM, AAR) and Resolution No. 25-14.

#### **VII.    Hearing History:**

##### *Planning and Zoning Commission:*

The Planning and Zoning Commission considered the application on June 24, 2025, and recommended Approval by a vote of 5-0.

**Attachment A**  
**Legal Description**  
**Tuttle Pod 3 Mail Pavilion, Recreation Area and Site Data**  
**Application No. 25-027 (SPM, AAR)**  
**Resolution No. 25-14**

**LEGAL DESCRIPTION:**

DEVELOPMENT TRACT 3 (DT-3) OF THE PLAT OF TUTTLE ROYALE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 133, PAGE 101, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 23.952 ACRES MORE OR LESS.

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**Attachment B**  
**Conditions of Approval**  
**Tuttle Pod 3 Mail Pavilion, Recreation Area and Site Data**  
**Application No. 25-027 (SPM, AAR)**  
**Resolution No. 25-14**

**1. Development Order:**

This development order constitutes approval for: The Applicant is seeking Site Plan Modification and Architectural Approval in order to modify the previously approved site plan to add two (2) mail pavilions, revise the recreational areas, and update parking site data.

Unless specifically discussed in this condition or subsequent specific conditions of approval, no other approval is granted or implied.

**2. Site Specific Conditions:**

- A. The project is subject to and shall remain consistent with the provisions of the Palm Beach County Traffic Concurrency Standards.

**3. Standard Conditions:**

- A. This site plan approval shall expire one (1) year from the date of council approval, unless appropriate applications for site plan extension are submitted pursuant to Sec. 26-66 of the Village Code of Ordinances. In no case shall the approval be extended beyond code-established time frames.
- B. Failure of the developer to comply with any of the Conditions of Approval at any time may result in the denial or revocation of building permits, issuance of a stop work order, denial of certificates of occupancy or the denial or revocation of other Village issued permits or approvals. Failure to commence development in a timely manner may also result in the revocation of development approval.
- C. While the site plan approval process requires the submission of certain preliminary drawings, plans and specifications, such items are subject to change to some degree during the detailed design and construction-permitting phase of the final approvals. Thus except where specifically noted herein, the specific Village Code provisions governing design standards will apply.
- D. All utility services shall be underground.
- E. Lighting shall be required on all roadways and parking facilities and shall be installed on all streets on which any building construction has commenced. No certificates of occupancy shall be issued until street lighting is installed and operating in accordance with the provisions of Section 22-50 (a)(10). Light spill over onto adjacent properties or roadways shall be less than 0.1-foot candles.
- F. The developer shall submit copies of permits from all agencies with regulatory jurisdiction prior to the issuance of a building permit.
- G. Following Council approval, the Applicant shall submit three (3) sets of final plans and one (1) electronic copy in .TIF format.
- H. At any time before the issuance of a building permit but after Council approval, submit two (2) sets of site construction engineering plans and an electronic copy in .TIF format to the Engineering Department for review and approval. Site construction plans shall include a final signed off version of the site plan. Allow 30 days for review and comment. A certified cost estimate for the total site development shall be included in the engineering submittal. An engineering plan

review and inspection fee of three percent (3%) of the cost estimate for clearing, grading, earthwork, paving and drainage shall be paid to the Building Department. Fifty percent of the said fee shall be due at time of plan submission, and the remaining 50% will be required prior to the mandatory pre-construction meeting. Approval of site civil engineering elements will be required prior to the issuance of a building permit. Site plan approval shall not be construed as final engineering department approval.

- I. At any time before the issuance of a building permit but after Council approval, submit two (2) sets of landscape and irrigation plans for review and approval, incorporating any changes requested by the Planning and Zoning Commission and/or Village Council. A landscape and irrigation plan review and inspection fee of three percent (3%) of the cost estimate shall be paid to the Building Department at the time permits are issued.
- J. All public improvements associated with the project shall be complete prior to the issuance of any certificate of occupancy.
- K. Prior to the issuance of any building permit or conditional building permit the following must be completed:
  - 1. No building permits shall be issued until the construction drawings have been approved.
  - 2. The site plan, plat and engineering drawings must be submitted in AutoCAD electronic format.
- L. All advertising, legal documents, and correspondence shall refer to this location as being located within the Village of Royal Palm Beach.

#### **4. Landscaping Conditions:**

- A. Prior to the issuance of a Certificate of Occupancy the developer's Registered Landscape Architect shall provide a signed and sealed statement of completion.
- B. Vegetation removal shall not commence until a building permit has been applied for and vegetation removal permits have been issued.
- C. The property owner/s or association shall be responsible for the maintenance of landscaping in adjacent public and private roads up to the edge of pavement and waters edge.
- D. All perimeter landscape buffers shall be installed prior to issuance of the first certificate of occupancy.
- E. The developer shall submit a landscape maintenance plan to the Village Landscape Inspector prior to the issuance of a Certificate of Occupancy.
- F. The landscape plan shall be revised and resubmitted to the Village to ensure that all landscaping is located outside of all easements prior to the issuance of a building permit.
- G. All Village Code required shrub materials shown on the proposed landscape plan shall be installed at no less than twenty-four (24) inches in height, and must be maintained at no less than thirty-six inches (36) in height.
- H. The practice of "hat racking" defined as the severe cutting back of branches, making internodal cuts to lateral limbs, leaves branch stubs larger than 1 inch in diameter within the tree's crown, is strictly prohibited for all trees listed in the approved landscape plan for installation. Trees shall be allowed to grow in a shape natural to their species, and shall only be pruned to remove limbs or foliage which presents a hazard to power lines or structures, or to remove dead, damaged or diseased limbs. In no case shall pruning result in trees which are smaller than the minimum requirements for spread or height, or are unnaturally shaped.

- I. All exotic invasive species of plants shall be removed from the site prior to commencement of installing the required landscaping.



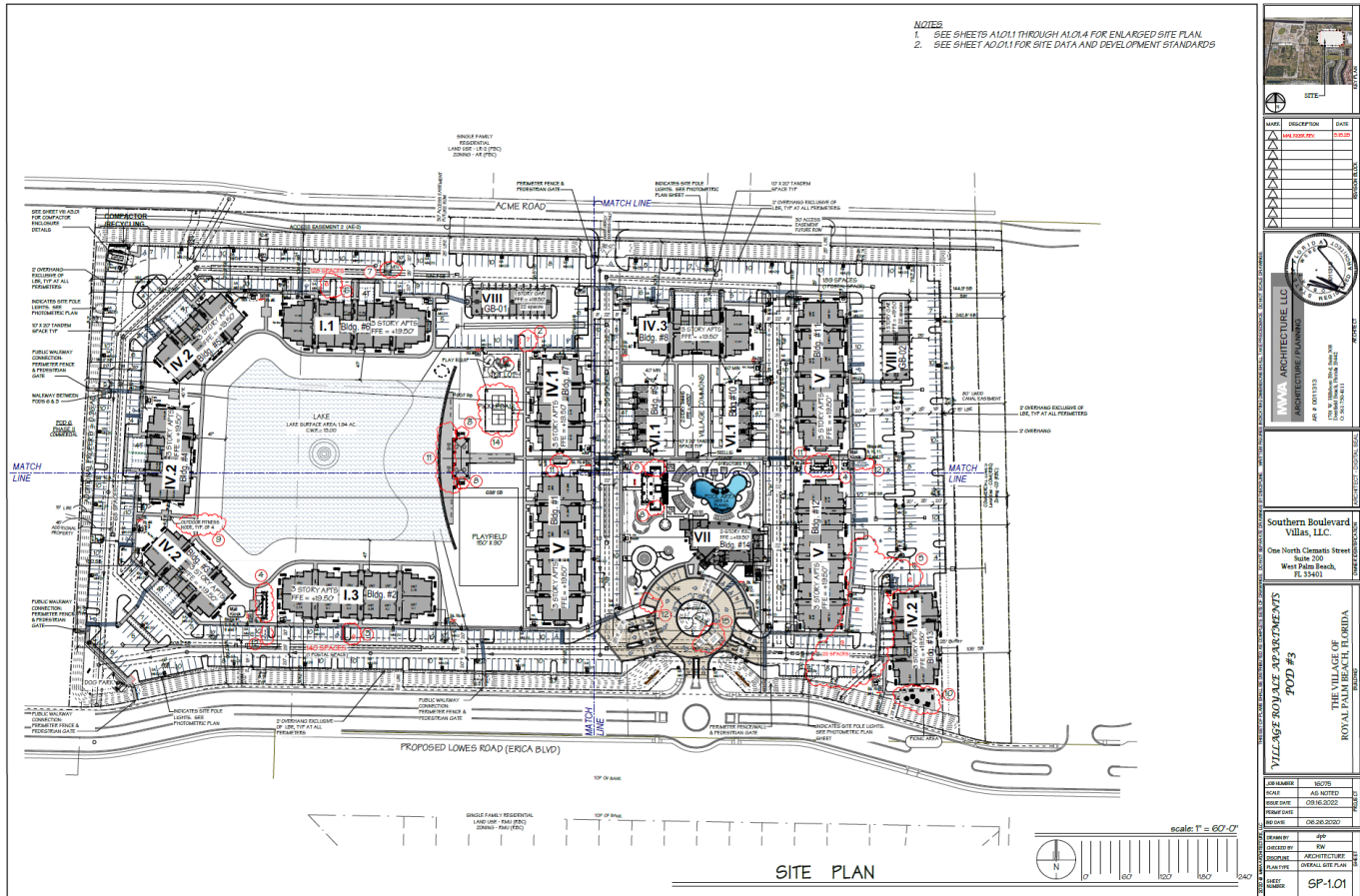
Directly below is an illustration of the proposed overall site data:

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Tuttle Pod 3

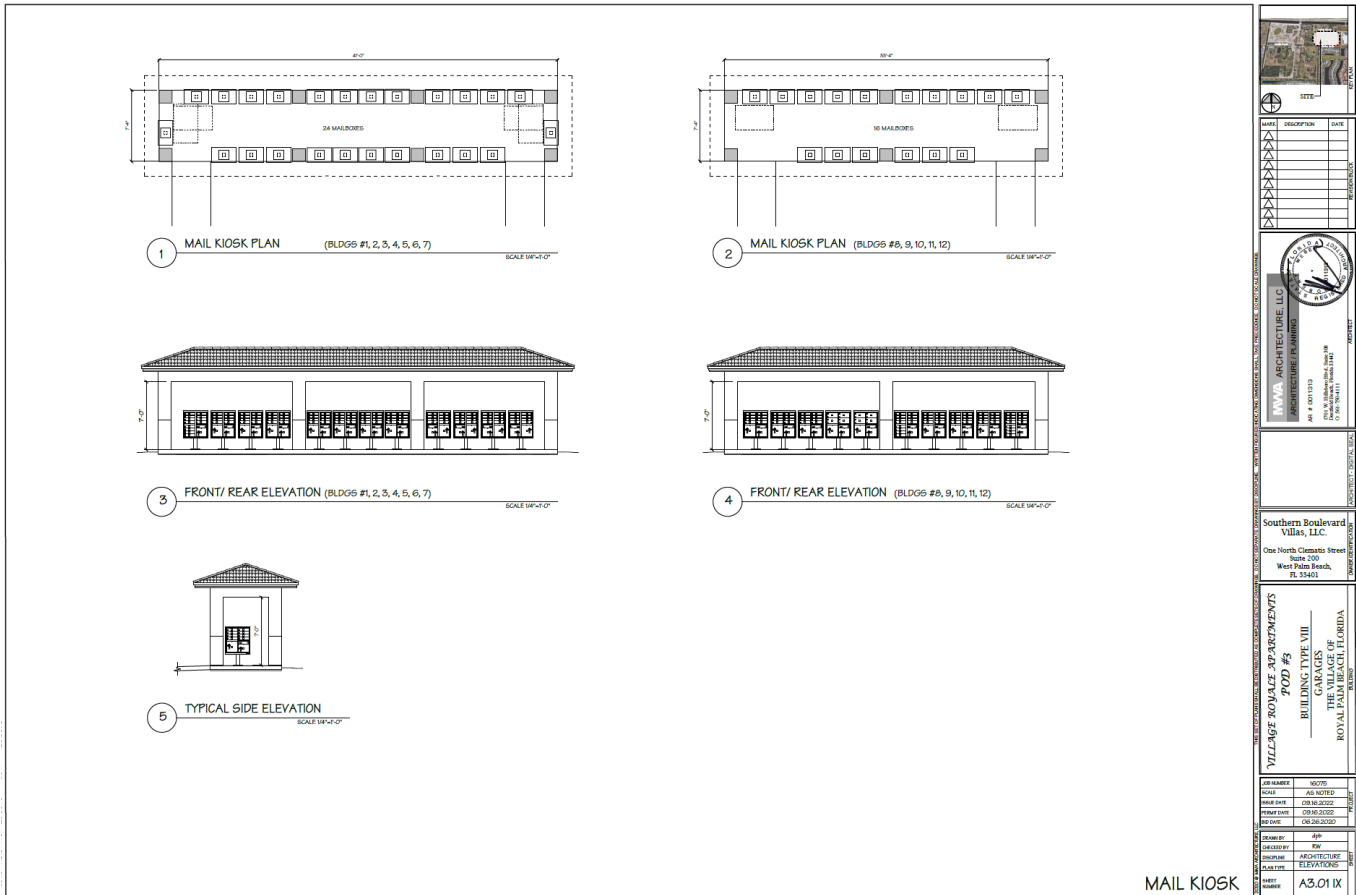
# Attachment C Cont'd Site Plan Tuttle Pod 3 Mail Pavilion, Recreation Area and Site Data Application No. 25-027 (SP, AAR) Resolution No. 25-14

Directly below is an illustration of the proposed overall site plan:



**Attachment D**  
**Mail Kiosk / Pavilion Elevation**  
**Tuttle Pod 3 Mail Pavilion, Recreation Area and Site Data**  
**Application No. 25-027 (SPM, AAR)**  
**Resolution No. 25-14**

Directly below is an illustration of the proposed mail kiosk / pavilion elevation:



**RESOLUTION NO. 25-14**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, APPROVING LAND DEVELOPMENT APPLICATION NO. 25-027 (SPM, AAR) – THE APPLICATION OF URBAN DESIGN STUDIO – PERTAINING TO SITE PLAN MODIFICATION AND ARCHITECTURAL APPROVAL TO ADD A MAIL PAVILION(S), REVISE THE RECREATIONAL AREAS, AND UPDATE PARKING SITE DATA FOR A PROPERTY LOCATED ON THE SOUTH SIDE OF SOUTHERN BOULEVARD APPROXIMATELY 0.27 MILES WEST OF STATE ROAD 7 (US 441), IN THE VILLAGE OF ROYAL PALM BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Village Council of the Village of Royal Palm Beach, Florida (“Village”), as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166 Florida Statutes, is authorized and empowered to consider applications relating to zoning and land development; and

**WHEREAS**, the notice and hearing requirements provided for in the Village Code have been satisfied where applicable; and

**WHEREAS**, Application No. 25-027 (SPM, AAR) was presented to the Village Council at its public hearing conducted on July 17, 2025; and

**WHEREAS**, the Village Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of the various Village review agencies, boards, and commissions, where applicable; and

**WHEREAS**, this approval is subject to all applicable Zoning Code requirements that development commence in a timely manner.

**NOW THEREFORE**, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, THAT APPLICATION NO. 25-027 (SPM, AAR), THE APPLICATION OF URBAN DESIGN STUDIO, ON A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PLEASE SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Was approved, subject to the following conditions:

PLEASE SEE EXHIBIT “B” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 17th day of July, 2025.

VILLAGE OF ROYAL PALM BEACH

---

MAYOR JEFF HMARA

ATTEST:

(SEAL)

---

DIANE DISANTO, VILLAGE CLERK

**Exhibit A**  
**Legal Description**  
**Tuttle POD 3 Mail Pavilions, Recreation Area and Site Data**  
**Application No. 25-027 (SPM, AAR)**  
**Resolution No. 25-14**

LEGAL DESCRIPTION:

DEVELOPMENT TRACT 3 (DT-3) OF THE PLAT OF TUTTLE ROYALE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 133, PAGE 101, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 23.952 ACRES MORE OR LESS.

**Exhibit B**  
**Conditions of Approval**  
**Tuttle POD 3 Mail Pavilions, Recreation Area and Site Data**  
**Application No. 25-027 (SPM, AAR)**  
**Resolution No. 25-14**

**1. Development Order:**

This development order constitutes approval for: The Applicant is seeking Site Plan Modification and Architectural Approval in order to modify the previously approved site plan to add two (2) mail pavilions, revise the recreational areas, and update parking site data.

Unless specifically discussed in this condition or subsequent specific conditions of approval, no other approval is granted or implied.

**2. Site Specific Conditions:**

- A. The project is subject to and shall remain consistent with the provisions of the Palm Beach County Traffic Concurrency Standards.

**3. Standard Conditions:**

- A. This site plan approval shall expire one (1) year from the date of council approval, unless appropriate applications for site plan extension are submitted pursuant to Sec. 26-66 of the Village Code of Ordinances. In no case shall the approval be extended beyond code-established time frames.
- B. Failure of the developer to comply with any of the Conditions of Approval at any time may result in the denial or revocation of building permits, issuance of a stop work order, denial of certificates of occupancy or the denial or revocation of other Village issued permits or approvals. Failure to commence development in a timely manner may also result in the revocation of development approval.
- C. While the site plan approval process requires the submission of certain preliminary drawings, plans and specifications, such items are subject to change to some degree during the detailed design and construction-permitting phase of the final approvals. Thus except where specifically noted herein, the specific Village Code provisions governing design standards will apply.
- D. All utility services shall be underground.
- E. Lighting shall be required on all roadways and parking facilities and shall be installed on all streets on which any building construction has commenced. No certificates of occupancy shall be issued until street lighting is installed and operating in accordance with the provisions of Section 22-50 (a)(10). Light spill over onto adjacent properties or roadways shall be less than 0.1-foot candles.
- F. The developer shall submit copies of permits from all agencies with regulatory jurisdiction prior to the issuance of a building permit.
- G. Following Council approval, the Applicant shall submit three (3) sets of final plans and one (1) electronic copy in .TIF format.
- H. At any time before the issuance of a building permit but after Council approval, submit two (2) sets of site construction engineering plans and an



electronic copy in .TIF format to the Engineering Department for review and approval. Site construction plans shall include a final signed off version of the site plan. Allow 30 days for review and comment. A certified cost estimate for the total site development shall be included in the engineering submittal. An engineering plan review and inspection fee of three percent (3%) of the cost estimate for clearing, grading, earthwork, paving and drainage shall be paid to the Building Department. Fifty percent of the said fee shall be due at time of plan submission, and the remaining 50% will be required prior to the mandatory pre-construction meeting. Approval of site civil engineering elements will be required prior to the issuance of a building permit. Site plan approval shall not be construed as final engineering department approval.

- I. At any time before the issuance of a building permit but after Council approval, submit two (2) sets of landscape and irrigation plans for review and approval, incorporating any changes requested by the Planning and Zoning Commission and/or Village Council. A landscape and irrigation plan review and inspection fee of three percent (3%) of the cost estimate shall be paid to the Building Department at the time permits are issued.
- J. All public improvements associated with the project shall be complete prior to the issuance of any certificate of occupancy.
- K. Prior to the issuance of any building permit or conditional building permit the following must be completed:
  - 1. No building permits shall be issued until the construction drawings have been approved.
  - 2. The site plan, plat and engineering drawings must be submitted in AutoCAD electronic format.
- L. All advertising, legal documents, and correspondence shall refer to this location as being located within the Village of Royal Palm Beach.

#### **4. Landscaping Conditions:**

- A. Prior to the issuance of a Certificate of Occupancy the developer's Registered Landscape Architect shall provide a signed and sealed statement of completion.
- B. Vegetation removal shall not commence until a building permit has been applied for and vegetation removal permits have been issued.
- C. The property owner/s or association shall be responsible for the maintenance of landscaping in adjacent public and private roads up to the edge of pavement and waters edge.
- D. All perimeter landscape buffers shall be installed prior to issuance of the first certificate of occupancy.
- E. The developer shall submit a landscape maintenance plan to the Village Landscape Inspector prior to the issuance of a Certificate of Occupancy.
- F. The landscape plan shall be revised and resubmitted to the Village to ensure that all landscaping is located outside of all easements prior to the issuance of a building permit.
- H. All Village Code required shrub materials shown on the proposed landscape plan shall be installed at no less than twenty-four (24) inches in height, and must be maintained at no less than thirty-six inches (36) in height.
- I. The practice of "hat racking" defined as the severe cutting back of branches, making internodal cuts to lateral limbs, leaves branch stubs

larger than 1 inch in diameter within the tree's crown, is strictly prohibited for all trees listed in the approved landscape plan for installation. Trees shall be allowed to grow in a shape natural to their species, and shall only be pruned to remove limbs or foliage which presents a hazard to power lines or structures, or to remove dead, damaged or diseased limbs. In no case shall pruning result in trees which are smaller than the minimum requirements for spread or height, or are unnaturally shaped.

- J. All exotic invasive species of plants shall be removed from the site prior to commencement of installing the required landscaping.