VILLAGE OF NORTH PALM BEACH
REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, SEPTEMBER 26, 2024
6:00 PM

Susan Bickel	Deborah Searcy	Lisa Interlandi	Kristin Garrison	Orlando Puyol
Mayor	Vice Mayor	President Pro Tem	Councilmember	Councilmember

Chuck Huff	Leonard G. Rubin	Jessica Green
Village Manager	Village Attorney	Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

https://www.village-npb.org/CivicAlerts.aspx?AID=496

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

AWARDS AND RECOGNITION

1. Proclamation - Arbor Day

2. Proclamation - Florida Climate Week

APPROVAL OF MINUTES

3. Minutes of the Regular Session held August 22, 2024

4. Minutes of the Regular Session held September 12, 2024

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

CONSENT AGENDA

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

5. **MOTION** allowing Parks and Recreation Department, and Library Staff to accept donations valued over $25,000 for Parks and Recreation Department, and Library Programs including support from the Friends of the Library.

6. **MOTION** to grant a merit increase of 4.2% to the Village Clerk based upon the averaged score of the performance evaluations and directing the Village to process same.

7. **RESOLUTION** – Approving an Eleventh Amendment to the Agreement for Grant Services with RMPK Funding, Inc. for a total compensation not to exceed $20,000; and authorizing execution of the Amendment.

8. **RESOLUTION** – Approving a Fiscal Year 2025 Blanket Purchase Order for the Parks and Recreation Department, and Library with Ani Con Services, LLC for plumbing services in the total amount of $40,000.

9. **RESOLUTION** – Approving a Blanket Purchase Order with Baker and Taylor, LLC in an amount not to exceed $71,013 for Village Library Books.

10. **RESOLUTION** – Approving a Blanket Purchase Order with OCLC, LLC in an amount not to exceed $29,000 for Village Library access to electronic books and audio books.

11. Receive for file Minutes of the Business Advisory Board meeting held 3/19/24.

12. Receive for file Minutes of the Waterways Board meeting held 8/27/24.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

13. **PUBLIC HEARING AND 2ND READING OF ORDINANCES 2024-14 AND 2024-15 AD VALOREM TAX MILLAGE RATE AND BUDGET** Consider a motion to adopt and enact on second reading Final Ad-Valorem Tax Millage Rate and Approved Fiscal 2024-2025 Village Budget.

14. **1ST READING OF ORDINANCE 2024-16 EAR COMPREHENSIVE PLAN AMENDMENTS AND UPDATED WATER SUPPLY FACILITIES WORK PLAN** Consider a motion to adopt on first reading Ordinance 2024-16 amending the Village of North Palm Beach Comprehensive Plan to implement its Evaluation and Appraisal Report; adopting a new Introduction Section and Evaluating and Monitoring Section; amending the Future Land Use Element, the Conservation Element, the Coastal Management Element, the Recreation and Open Space Element, the Intergovernmental Coordination Element, the Capital Improvement Element, the Infrastructure Element, the Housing Element, the Annexation Element, and the Property Rights Element; adopting a revised and updated Water Supply Facilities Work Plan.

OTHER VILLAGE BUSINESS MATTERS

15. **RESOLUTION – ANCHORAGE PARK BOAT RAMP REPLACEMENT CONTRACT** Consider a motion to adopt a resolution accepting a proposal from Ferreira Construction Co., Inc. for the Anchorage Park Boat Ramp replacement at a cost not to exceed $446,947.70; and authorizing execution of the Contract.

16. **RESOLUTION – PUBLIC WORKS FACILITY GENERATOR CONTRACTS** Consider a motion to adopt a resolution approving the purchase of a new generator for the Public Works facility; approving a Contract with Intracoastal Generators, Inc. for the purchase of the generator at a cost of $40,267; and approving a Contract with Minuteman Electric, Inc. for the installation of the generator at a cost of $14,000; authorizing execution of the Contracts; and authorizing a Budget Amendment to fund the purchase.

17. **RESOLUTION – POLICE VEHICLES PURCHASE** Consider a motion to adopt a resolution approving the purchase of four Chevrolet Tahoe Sport Utility Police Vehicles from Garber Chevrolet at a total cost not to exceed $277,694.20; and authorizing the Village Manager to take all actions necessary to effectuate the purchase.

18. **RESOLUTION – COUNTRY CLUB SWIM TRAINING ACTIVITIES AGREEMENT** Consider a motion to adopt a resolution approving a License Agreement with NPB Aquatic Group, Inc. to utilize the Country Club pool for organized swim training activities; and authorizing execution of the Agreement.

19. **RESOLUTION – SECOND AMENDMENT TO CONTRACT FOR BUILDING DEPARTMENT SERVICES** Consider a motion to adopt a resolution approving a Second Amendment to the Contract for Building Department Services with C.A.P. Government, Inc. to increase the total amount of compensation for Fiscal Year 2024 from $100,000 to $160,000; and authorizing the Village Manager to execute the Second Amendment.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

20. **DISCUSSION –** Business Advisory Board - Filling remaining vacancy and change monthly meeting requirement.

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

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

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

VILLAGE OF NORTH PALM BEACH
Leisure Services

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: September 26, 2024

SUBJECT: **PROCLAMATION – Arbor Day**

As part of the Village's 2024 Tree City USA application, in order to be recognized and certified by the Arbor Day Foundation as a Tree City USA Community, the Village Council must proclaim the last Friday in April as Arbor Day and urge all citizens to celebrate Arbor Day, plant new trees, and to support efforts to protect our trees and woodlands.

In FY25, the Village will celebrate Arbor Day in January to coincide with Florida's Arbor Day. Last year, the Village celebrated Arbor Day in January at the community garden with members from the Environmental Committee, Garden Club, members of the community, staff and Council. Staff and volunteers organized a day full of activities, including arts and crafts, a garden tasting, a live demonstration, a bike parade, face painting, a cookout, and a live performance by the North Palm Youth Symphony.

Recommendation:

Village Administration seeks Council approval of the Arbor Day Proclamation in support of Arbor Day, Friday, April 25, 2025.

***DRAFT* MINUTES OF THE REGULAR SESSION**
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
AUGUST 22, 2024

Present:

Susan Bickel, Mayor
Deborah Searcy, Vice Mayor
Lisa Interlandi, President Pro Tem
Kristin Garrison, Councilmember
Orlando Puyol, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Bickel called the meeting to order at 6:00 p.m. All members of Council were present. All members of staff were present.

PLEDGE OF ALLEGIANCE

Vice Mayor Searcy led the public in the Pledge.

ADDITIONS, DELETIONS, AND MODIFICATIONS

Mayor Bickel announced the following modifications to the agenda:

The removal of Item #13 – 1st Reading of Ordinance 2024-13 Comprehensive Plan Amendment (rescheduled to September 12th meeting).

Item #15 – Continuance of hearing on 1st Reading of Ordinance 2024-15 Village Place Planned Unit Development will be moved to after Other Village Business Matters.

The addition of a Resolution opposing developments to Jonathon Dickinson State Park.

AWARDS AND RECOGNITION

Mayor Bickel read a Proclamation for Florida Water Professionals Month. Mark Tarvin, Vice President of Florida Water & Pollution Control Operators Association accepted the proclamation and thanked Council.

Mayor Bickel read a Proclamation for Hunger Action Month. Amy Talbot from Feeding South Florida accepted the proclamation and thanked Council.

Councilmember Puyol read a Proclamation for Hispanic Heritage Month. Councilmember Puyol expressed his gratitude and thoughts regarding the proclamation and stated that he was thankful for the opportunities he received after moving to the United States.

AWARDS AND RECOGNITION *continued*

Representatives of the Latinos Leadership Alliance introduced themselves and thanked Council for the Hispanic Heritage Month proclamation.

STATEMENTS FROM THE PUBLIC

Tim Hullihan, 840 Country Club Drive, discussed and presented picture slides that depicted architectural innovation.

Rita Budnyk, 804 Shore Drive, on behalf of the Recreation Advisory Board stated that the board was recommending that residents be given a meaningful opportunity for input prior to any finalization of improvement plans to the Community Center and Osbourne Park. The board was recommending focus groups and sufficient public meetings for the residents. Ms. Budnyk also stated that Director of Leisure Services Zak Sherman who accepted a position with another municipality would be missed.

Gina A. Levesque, CFE of the Palm Beach County Commission on Ethics gave an annual overview and information regarding the importance of ethics in local government and discussed the practices and purpose of the Palm Beach County Commission on Ethics as well as where to find information on ethics and contact information.

CONSENT AGENDA APPROVED

Councilmember Puyol moved to approve the Consent Agenda and Vice Mayor Searcy seconded the motion, which passed unanimously. The following items were approved:

Resolution approving an easement in favor of Florida Power and Light for LED lighting improvements with Anchorage Park; and authorizing execution of the easement.

Resolution approving an Interlocal Agreement with Palm Beach County for the use of grant funds in the amount of $8669 for Emergency Medical Services Equipment; authorizing execution of the Agreement, and to utilize the funds for the sole source purchase of five Handtevy Pediatric Bags with training and medication and equipment guides at a total cost of $8669.

Receive for file Minutes of the Police and Fire Pension Board meeting held 5/14/24.

Receive for file Minutes of the Planning, Zoning and Adjustment Board meetings held 6/4/24 and 7/2/24.

Receive for file Minutes of the Environmental Committee meeting held 7/1/24.

Receive for file Minutes of the Golf Advisory Board meeting held 7/8/24.

Receive for file Minutes of the Recreation Advisory Board meeting held 7/9/24.

DECLARATION OF EX-PARTE COMMUNICATION

There was no declaration of ex-parte communication for item #17 Resolution – Minor PUD Amendment – Crystal Cove Commons.

President Pro Tem Interlandi disclosed that she had spoken with Kim Delaney of Treasure Coast Regional Planning Council and Susan O'Rourke, Traffic Engineer regarding Item #15, continuation of the first reading of the ordinance for the Village Place Planned Unit Development.

RESOLUTION 2024-73 – OPPOSING AMENDMENT TO JONATHAN DICKINSON STATE PARK MANAGEMENT PLAN

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Interlandi to adopt Resolution 2024-73 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, OPPOSING AN AMENDMENT TO THE MANAGEMENT PLAN FOR JONATHAN DICKINSON STATE PARK TO PROVIDE FOR THE CONSTRUCTION OF GOLF COURSES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Bickel stated that she asked for the proposed resolution to be considered. Mayor Bickel stated that she did not support the proposed developments to Jonathan Dickinson State Park and recommended that Council and the Village take a stand against it so that the same does not happen to the John D. McArthur State Park that is within the Village.

Mary Phillips, 525 Ebbtide Drive, stated that she was glad that the Village was addressing the proposed development to Jonathan Dickinson State Park. Ms. Phillips stated that eight (8) other parks would also be affected across Florida. Ms. Phillips thanked Council for taking a stand against the proposed developments.

President Pro Tem Interlandi stated that she was in favor of the resolution and stated that she has never seen this level of development proposed on natural areas and she has never seen the level of opposition against it. President Pro Tem Interlandi thanked the community for opposing the proposed development to Jonathan Dickinson State Park. President Pro Tem Interlandi recommended making a revision to paragraph seven (7) of the proposed resolution changing it to read "the conversion of 1,050 acres of Jonathan Dickinson State Park to golf courses would result in the destruction of natural habitats."

Vice Mayor Searcy encouraged the public to make phone calls and contact Florida state officials to express their opposition to the proposed development to Jonathan Dickinson State Park. Vice Mayor Searcy recommended that the Village's lobbyist get involved with the opposition.

Councilmembers expressed support of using the Village's lobbyist to get involved with the opposition.

Mayor Bickel recommended consideration of another resolution that would be broader in addressing opposition to development of all state parks within the state of Florida.

Thereafter the motion to adopt Resolution 2024-73 as amended passed unanimously.

PUBLIC HEARING AND QUASI-JUDICAL MATTERS

PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-12 – CODE AMENDMENT – IMPACT FEES

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt and enact on second reading Ordinance 2024-12 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW

PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-12 – CODE AMENDMENT – IMPACT FEES *continued*

ARTICLE VI, "IMPACT FEES;" PROVIDING FOR AN INTENT AND PURPOSE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE IMPOSITION OF IMPACT FEES; PROVIDING FOR THE ESTABLISHMENT OF TRUST FUNDS; PROVIDING FOR THE USE OF FUNDS COLLECTED, ACCOUNTING, AND REPORTING; PROVIDING FOR CREDITS; PROVIDING FOR REFUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Gardner-Young stated that the ordinance was adopted on first reading at the last Council meeting and that the consultant Mr. Keller was present to provide the second presentation regarding the proposed impact fees if Council wished.

Council agreed that there was no need for an additional presentation.

Mr. Keller introduced himself and stated that Council had requested that the impact fees be 95% of the maximum fees presented in the impact fee study. Mr. Keller explained that he had made an additional adjustment to the rates in the study by rounding all the cents in the fees down to 00.

Thereafter, the motion to adopt and enact on second reading Ordinance 2024-12 passed unanimously.

ORDINANCE 2024-13 COUNTRY CLUB BUDGET AMENDMENT

A motion was made by Councilmember Puyol and seconded by Vice-Mayor Searcy to adopt on first reading Ordinance 2024-13 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED COUNTRY CLUB BUDGET FOR FISCAL YEAR 2024 TO TRANSFER $328,001.00 FROM THE APPROPRIATED NET POSITION ACCOUNT TO THE CONTRACTUAL SERVICES ACCOUNT TO FUND THE CONTRACTUAL PAYMENT TO FARMER'S TABLE FOR THE AMORTIZED COST OF IMPROVEMENTS AT THE COUNTRY CLUB; APPROVING THE PAYMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff explained that the purpose of the ordinance was to amend the Country Club budget in order to make the contractual payment to Farmer's Table for the improvements that they made to the Country Club pavilion.

Ron Okolichany, 417 Northlake Drive, expressed his concerns and discussed the proposed Country Club budget.

Councilmembers agreed that there was a contractual obligation to make the payment to Farmer's Table Restaurant.

Thereafter, the motion to adopt on first reading Ordinance 2024-13 passed unanimously.

RESOLUTION 2024-69 – COUNTRY CLUB RESTAURANT OPERATOR AGREEMENT

A motion was made by Vice Mayor Searcy and seconded by Councilmember Garrison to adopt Resolution 2024-69 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A RESTAURANT OPERATOR AGREEMENT TO CONDUCT FOOD AND BEVERAGE OPERATIONS AT THE NORTH PALM BEACH COUNTRY CLUB WITH LESSING'S FLORIDA VENTURES, LLC AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained the purpose of the resolution was to approve a Restaurant Operator Agreement with Lessing's Florida Ventures, LLC. Mr. Rubin discussed and explained the basic terms of the Agreement as follows:

- The initial term of the Agreement is for five (5) years commencing October 1, 2024, with automatic five-year renewals unless either party gives notice of its intent not to renew at least one hundred and eighty (180) days prior to the end of the initial term or any renewal term. The Village shall provide Lessing with access to the Clubhouse during the month of September under terms and conditions to be agreed upon by the Village and Lessing.

- Lessing shall be responsible for booking all private parties and events and market and advertise the Restaurant and Catering Services.

- Lessing shall provide Restaurant services from 6:30 a.m. until 9:00 p.m. daily (and operate the Snack Shack generally between the hours of 7:30 a.m. and 5:00 p.m.). Lessing shall also operate the food and beverage cart when the golf course is open for play.

- Lessing shall operate valet services on a daily basis.

- Lessing shall be responsible for paying all taxes chargeable to the Restaurant and Catering Services, as well as all ad valorem taxes assessed by the County.

- Lessing shall be responsible for all inspections, maintenance, and cleaning attributable to the Restaurant and Catering Services and update the paint, decorations, furniture, and general operating areas at least once every three (3) years. The Village shall be responsible for the basic infrastructure, including the parking lot, exterior landscape, exterior walls, foundation, roof, and all utility systems (HVAC, electrical, plumbing, water, and sewer).

- The Village shall have the use of the Banquet Room for public voting, community events, and training free of charge when no food and beverages are services are required and shall have priority scheduling for Village events, including, but not limited to, the Employee Holiday Party and the Advisory Board dinner. Lessing will honor all banquets booked with the prior vendor.

- Lessing shall be responsible for 50% of the utility costs for the Clubhouse, and the cost of music system, televisions services, camera system, and internet services. The Village shall provide public Wi Fi and telephone service.

RESOLUTION 2024-69 – COUNTRY CLUB RESTAURANT OPERATOR AGREEMENT
continued

- Lessing shall pay rent equal to $16,666.67 per month ($200,000 per year) for the first year, with an annual three percent (3%) increase during the initial term and any renewal term. Lessing shall also pay to the Village:

    - Five percent (5%) of gross sales on food and beverages exceeding $2,000,000 each year, excluding Banquet Operations.

    - Five percent (5%) of all gross sales on food and beverages generated by Banquet Operations for the first $1,000,000 and ten percent (10%) of all gross sales on food and beverage sales exceeding $1,000,000.

- Lessing shall supply a capital contribution of $1,200,000, with the first $200,000 payable to the Village within twenty (20) days of the Effective Date of the Agreement. Additionally, Lessing shall invest an additional $1,000,000 in capital improvements to the Country Club facilities during the first ten (10) years of the Lease Agreement for a total capital investment of $1,200,000. In the event the Lease is terminated prior to the tenth year, the Village shall reimburse Lessing for the unamortized balance plus interest.

- Lessing shall contribute one percent (1%) of all food and beverage sales, including Banquet Operations, to a community contribution fund to be used to support and sponsor Village events occurring throughout the year.

Councilmember Puyol asked if Lessing's Florida Ventures LLC was anticipating 6.5 million dollars their first year.

Country Club Manager Beth Davis clarified the restaurant's yearly and monthly profits and approximate monthly payments of $50,000 to the Village.

Councilmember Puyol discussed different ideas for the food and beverage carts on the golf course.

Discussion ensued between Ms. Davis and Councilmembers regarding the next steps in the process of getting the restaurant started at the Country Club and the different activities and events that were being planned. Concerns were raised regarding items that were not included in the Agreement.

Ms. Davis stated that staff and the team from Lessing's Florida Ventures LLC met to discuss and come up with a plan to address resident's requests and expectations for activities, events and items offered at the Country Club.

Mr. Rubin discussed and explained the investment from Lessing's Florida Ventures LLC and that the Agreement provides that a meeting with the Village Manager must take place to coordinate requests and expectations for activities, events and items offered at the Country Club.

Mr. Huff expressed that Lessing's Florida Ventures LLC has been exceptionally professional and stated that Mr. Lessing has expressed that they would do whatever needed to be done to make it happen.

Mr. Rubin stated that there was an exit clause in the Agreement in case the Village was not satisfied with the service provided by Lessing's Florida Ventures LLC.

RESOLUTION 2024-69 – COUNTRY CLUB RESTAURANT OPERATOR AGREEMENT *continued*

Thereafter the motion to adopt Resolution 2024-69 passed unanimously.

RESOLUTION 2024-70 – MINOR PUD AMENDMENT – CRYSTAL COVE COMMONS

A motion was made by President Pro Tem Interlandi and seconded by Councilmember Puyol to adopt Resolution 2024-70 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING MINOR AMENDMENTS TO THE CRYSTAL COVE COMMONS COMMERCIAL PLANNED UNIT DEVELOPMENT TO MODIFY THE PREVIOUSLY APPROVED OUTDOOR SEATING AREA FOR THE MATTEO'S RESTAURANT AND TO AUTHORIZE A CHANGE TO THE FAÇADE; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Gardner-Young explained that the purpose of the resolution was to approve a minor PUD amendment for modifications to the outdoor seating area and to authorize an elevation change to the façade at 1201 U.S. Highway 1, Suites 24 and 25. The Planning, Zoning and Adjustment Board recommended approval of the modifications with two (2) conditions of approval.

Karen Delago, Principal for Delago Associates introduced herself and began a presentation on behalf of Matteo's restaurant. Ms. Delago showed pictures of the current and proposed exterior outdoor seating area of the restaurant.

Discussion ensued between the applicant, Mrs. Gardner-Young and Councilmembers regarding the materials and detailing of the proposed modifications.

Thereafter the motion to adopt Resolution 2024-70 passed unanimously.

RESOLUTION 2024-71 – FY 2025 PROPERTY, CASUALTY, & WORKERS' COMPENSATION INSURANCE

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-71 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM FIRST FLORIDA INSURANCE BROKERS TO PROVIDE PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA AND AUTHORIZING VILLAGE ADMINISTRATION TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT SUCH COVERAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff explained that the purpose of the resolution was to renew the Village's property, casualty and workers' compensation insurance. Mr. Huff stated that the renewal increase would be $59,483 or 6.25%.

Councilmember Puyol asked if the agent fee was a flat fee.

Mr. Huff stated that the agent fee was a flat fee.

RESOLUTION 2024-71 – FY 2025 PROPERTY, CASUALTY, & WORKERS' COMPENSATION INSURANCE *continued*

Thereafter the motion to adopt Resolution 2024-71 passed unanimously.

RESOLUTION 2024-72 – AMENDMENT TO CONTRACT FOR BUILDING SERVICES

A motion was made by Councilmember Puyol and seconded by Councilmember Garrison to adopt Resolution 2024-72 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONTRACT FOR BUILDING DEPARTMENT SERVICES WITH C.A.P. GOVERNMENT, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2024 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Gardner-Young explained that the purpose of the resolution was to amend the contract for building department services with C.A.P. Government, Inc. by increasing the compensation from $50,000 to a total compensation of $100,000. Mrs. Gardner-Young explained that the Village was in need of additional services due to staffing shortages and lack of available positions within the Building Division's structure.

Thereafter the motion to adopt Resolution 2024-72 passed unanimously.

PUBLIC HEARINGS AND QUASI-JUDICAL MATTERS

ORDINANCE – VILLAGE PLACE PLANNED UNIT DEVELOPMENT – CONTINUED FROM AUGUST 8, 2024 COUNCIL MEETING

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, CREATING THE VILLAGE PLACE PLANNED UNIT DEVELOPMENT WITHIN THE C-3 REGIONAL BUSINESS ZONING DISTRICT AND APPROVING A MASTER SITE DEVELOPMENT PLAN AND MASTER PHASING PLAN ON 13.155 ACRES OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF PALMETTO DRIVE AND U.S. HIGHWAY ONE, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PLANS AND THE CONDITIONS REFERENCED IN THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Bickel opened public comment.

These residents addressed the Council with their concerns regarding the proposed Village Place Planned Unit Development:

Larry Giglio, 130 Doolen Court
Ron Okolichany, 417 Northlake Drive
Cory Cross, 2560 Pepperwood Circle S
Mary Phillips, 525 Ebbtide Drive
Tom Gallagher, 704 Teal Way
Rita Budnyk, 804 Shore Drive
Lisa Jensen, 606 Shore Drive
Deborah Cross, 2560 Pepperwood Circle S
Lisa Gallagher, 704 Teal Way

These residents expressed their support of the proposed Village Place Planned Unit Development:

Fran Mantyh, 655 Anchorage Drive
Emily Minor, 111 Shore Court
Leslie Green, Bay Reach Condominiums
Corine McCormick, 28 Yacht Club Drive
Benjamin Schreier, 137 Cruiser Road S
Matt Woodberry, 709 Sandpiper Way

ORDINANCE - VILLAGE PLACE PLANNED UNIT DEVELOPMENT – CONTINUED FROM AUGUST 8, 2024 COUNCIL MEETING *continued*

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

Mayor Bickel asked Mr. Oyer if he had anything new to share.

Mr. Harvey Oyer introduced himself and stated that he was presenting on behalf of the applicant for the proposed project at Village Place. Mr. Oyer stated that he needed to present to Council an update from what Council requested at the last meeting. Mr. Oyer gave a brief overview of the project and what had taken place regarding the project and the Council's request from the last meeting. Mr. Oyer presented slides with two (2) options for the proposed project. The first option was an eight (8) story outer building with a fifteen (15) foot setback between the 3rd and 4th floor. In addition there would be a twenty-five (25) foot set back from the property line and a forty-five (45) foot setback from U.S. Highway 1. The second option was a seven (7) story outer building with a ten (10) foot setback between the 3rd and 4th floor and the same twenty-five (25) foot setback from the property line and a forty-five (45) foot setback from U.S. Highway 1. Mr. Oyer stated that he hoped that one of the two options addressed Council's concerns.

Mayor Bickel asked Mr. Rubin if the Council's options on how to proceed with the proposed ordinance for the Village Place Planned Unit Development were to pass the proposed ordinance as is and give a height guarantee, passing the proposed ordinance as is and not giving a height guarantee or passing the proposed ordinance with amendments.

Mr. Rubin stated that Mayor Bickel was correct in her assessment of the options for passing the ordinance on first reading.

Councilmember Puyol read paragraph JJ of the proposed ordinance and stated that there was a system in place and that Council had a final say on the height of the project. Councilmember Puyol stated that Council should move forward with approving the proposed ordinance.

President Pro Tem Interlandi recommended that the height of the project should be addressed up front so that a future Council could not approve a greater height than the current Council was comfortable with. President Pro Tem Interlandi stated that she had a list of concerns regarding the project that she wanted to discuss with the developer. President Pro Tem Interlandi discussed and explained the things she would like to have the developer provide in the project.

Vice Mayor Searcy discussed and explained her views and support of the proposed project and stated that she agreed with President Pro Tem Interlandi that the current Council should make a decision on the height of the project.

Councilmember Garrison stated that she agreed with Vice Mayor Searcy's views on the proposed project and that she also agreed with President Pro Tem Interlandi regarding having conditions that ensured public benefit.

Mayor Bickel reiterated that she has had concerns with the height and density of the proposed project stating that she believed in infill versus ex-fill and utilizing the current space rather than expanding west. Mayor Bickel stated that she understood the tax implications but had concerns about changing the character of the Village.

ORDINANCE - VILLAGE PLACE PLANNED UNIT DEVELOPMENT – CONTINUED FROM AUGUST 8, 2024 COUNCIL MEETING *continued*

Mayor Bickel recommended having a discussion regarding the pending issues to come up with a solution. Mayor Bickel stated that her personal inclination was to allow six stories (6) along U.S. Highway 1 with the proposed setbacks and limit the inner building to ten (10) stories with the possibility of fourteen (14) stories if the public benefits were met.

Councilmember Puyol discussed his concerns with deciding on or guaranteeing a height on the project and also discussed his concerns regarding the proposed budget and millage rate.

Discussion ensued between Councilmembers and Mr. Rubin regarding the proposed Village Place project.

Mayor Bickel discussed and explained the options for voting on the proposed ordinance.

Discussion continued between Councilmembers and Mr. Rubin regarding the proposed Village Place project.

Mr. Oyer reviewed and discussed the history of the code related to the project that was adopted and the timeline and events that had taken place regarding the proposed project up to that point.

Discussion ensued between Mr. Oyer and President Pro Tem Interlandi.

Discussion ensued between Councilmembers of what heights they would agree to and what public benefits they would like to have in the project.

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Interlandi to amend the Village Place Planned Unit Development ordinance to include a guaranteed height of seven (7) stories for the outer building and fourteen (14) stories for the inner building with the condition that the developer provides sufficient public benefits to satisfy the Council's wishes upon second reading of the ordinance.

Thereafter the motion to amend the Village Place Planned Unit Development ordinance passed 4 to 1 with Mayor Bickel, Vice Mayor Searcy, President Pro Tem Interlandi and Councilmember Garrison voting aye, and Councilmember Puyol voting nay.

Thereafter the motion to adopt the Village Place Planned Unit Development ordinance on first reading as amended passed 4 to 1 with Mayor Bickel, Vice Mayor Searcy, President Pro Tem Interlandi and Councilmember Garrison voting aye, and Councilmember Puyol voting nay.

Mayor Bickel recessed the meeting at 6:41 p.m.

Mayor Bickel reconvened the meeting at 6:42 p.m.

VILLAGE MANAGER MATTERS/REPORTS

FY 2024-2025 Budget Update

Mr. Huff gave an update and presentation on the proposed FY 2024-2025 budget.

FY 2024-2025 Budget Update *continued*

Mr. Huff reviewed and explained the Millage Rate Reduction Strategies stating that the initial proposed millage rate was 7.49 mils and that the 5-Year CIP was re-evaluated which resulted in a decrease in total CIP transfer. The revised millage rate would be 7.4 mils. Mr. Huff reviewed and explained taxpayer impact stating that a property assessed at $500,000 with a homestead exemption of $50,000 will pay an additional $225 to the Village at the proposed millage rate of 7.40 mils. Mr. Huff concluded the presentation by reviewing the FY 2025 Budget Workshop Schedule.

Mayor Bickel expressed that she did not support raising the fees for amenities such as the pool and tennis facilities and programs. Mayor Bickel stated that she appreciated that Mr. Huff and staff were able to lower the millage from 7.49 mils to 7.40 mils.

Councilmember Puyol expressed his concerns regarding the proposed budget and stated that he wanted breakdowns on all of the figures associated with the budget.

Discussion ensued between Councilmembers regarding the FY 2024-2025 budget update.

Councilmembers agreed that having a detailed budget process as was done in the previous years would be beneficial to new Councilmembers who have not been through the budget process before.

STATEMENTS FROM THE PUBLIC

Ron Okolichany, 417 Northlake Drive, expressed his concerns with the FY 2024-2025 proposed budget and the fees at the Country Club.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:13 p.m.

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Jessica Green, MMC, Village Clerk

DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
SEPTEMBER 12, 2024

Present:

Susan Bickel, Mayor
Deborah Searcy, Vice Mayor
Lisa Interlandi, President Pro Tem
Kristin Garrison, Councilmember
Orlando Puyol, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Bickel called the meeting to order at 6:00 p.m. All members of Council were present. All members of staff were present.

Mayor Bickel asked for a moment of silence in remembrance of the lives that were lost in the terrorist attack that occurred on September 11, 2001.

PLEDGE OF ALLEGIANCE

Vice Mayor Searcy led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Special Session held July 18, 2024 and the Minutes of the Regular Session held August 8, 2024 were approved as written.

STATEMENTS FROM THE PUBLIC

Friends of the Library members Mary Phillips, Shawn Woods, Patty Sullivan and Cathy Graham expressed their acknowledgement and appreciation for Zak Sherman, Director of Leisure Services who accepted a position with another municipality. The members gave examples of Mr. Sherman's accomplishments and expressed their gratitude for his leadership abilities with his staff and stated that they would miss him greatly and wished him the best of luck.

Mayor Bickel acknowledged and thanked Mr. Sherman and the Friends of the Library for all they do for the community.

Mark Michels, 648 Shore Road, spoke on behalf of the Waterways Board. Mr. Michels stated that recommendations from the Waterways Board for the Comprehensive Plan were sent to Council by email.

STATEMENTS FROM THE PUBLIC *continued*

Mr. Michels reviewed the information sent to Council which included recommended revisions to the Coastal Management Element, the Conservation Element and to provide education awareness to educate youth and the community about the value of bi valve benefits to water cleaning. Mr. Michels stated that the Waterway's Board commended the Council for providing code enforcement on the waterways and for adopting a resolution opposing developments to Jonathan Dickinson State Park.

Steen Erikson, of Professional Firefighters of Palm Beach County read a letter on behalf of Treasurer Angelo D'Ariano who was unable to attend the meeting. In the letter, Mr. D'Ariano thanked Village Council and commended Village staff for their dedication and professionalism in negotiating the IAFF Bargaining Agreement.

INTRODUCTION OF RECREATION ADVISORY BOARD APPLICANTS

Mayor Bickel stated that there was an unprecedented situation wherein a Councilmember's family member has applied to the Recreation Advisory Board. Mayor Bickel asked Mr. Rubin if there were any ethical limitations or ramifications to appointing a family member of a Councilmember.

Mr. Rubin explained that per the county ethics code and the state ethics code, generally a family member of a Councilmember could not be appointed to an advisory board or committee, but there was an exception for municipalities with a population of less than 35,000 wherein they can appoint relatives of Councilmembers to boards that do not have land planning and zoning responsibilities. Mr. Rubin stated that the occurrence has happened in other smaller municipalities.

Vice Mayor Searcy stated that she was uncomfortable with appointing a family member of a Councilmember and that a smaller municipality should be held to the same standards as a larger municipality. Vice Mayor Searcy stated that Council would be revisiting the code regarding Advisory Boards and Committees early next year and recommended adding language to prohibit nepotism.

Mr. Rubin stated that the Council could adopt their own code provisions to the Advisory Boards and Committees code.

The following applicants were introduced to the Village Council:

Karen Paxton
Bobby Puyol

The following applicants were unable to attend the meeting:

Richard Blankenship
Jason Frogge
Tim Jenkins

CONSENT AGENDA APPROVED

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

Motion approving the inclusion of the Village Clerk position in the compensation study.

Resolution approving expenditures with Siteone Landscape, LLC for Fiscal Year 2024 in an amount not to exceed $40,000 for the purchase of landscaping supplies and materials.

Receive for file Minutes of the Library Advisory Board meeting held 7/23/24.

RESOLUTION 2024-74 – APPOINTING MEMBERS TO THE RECREATION ADVISORY BOARD

By written ballots, the originals of which are attached to the minutes of record, the Council appointed members to the Recreation Advisory Board, as follows:

Jason Frogge and Karen Paxton.

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Interlandi to adopt Resolution 2024-74 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING MEMBERS TO THE RECREATION ADVISORY BOARD; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Searcy thanked all of the applicants for their willingness to serve and encouraged Bobby Puyol to attend the Recreation Advisory Board meetings and to stay involved.

Mayor Bickel stated that she was uncomfortable having to bring up the subject of nepotism as it related to the Village's Advisory Boards and Committees, but was unable to discuss the matter with Councilmembers outside of a Council meeting. Mayor Bickel also encouraged Bobby Puyol to attend the Recreation Advisory Board meetings and to stay involved.

President Pro Tem Interlandi also encouraged Bobby Puyol to be involved with the Recreation Advisory Board and recreation programs.

Councilmember Puyol stated that the nepotism prohibition for Village Advisory Boards and Committees needed to be added to the Village code.

Mayor Bickel agreed and stated that there would be a future discussion regarding the addition prohibiting family members of Councilmembers from being considered for Village Advisory Boards and Committees.

Thereafter, the motion to adopt Resolution 2024-74 passed unanimously.

PUBLIC HEARING AND QUASI-JUDICAL MATTERS

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

A motion was made by President Pro Tem Interlandi and seconded by Vice Mayor Searcy to adopt on first reading Ordinance 2024-14 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Interlandi to adopt on first reading Ordinance 2024-15 entitled:

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

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING THE ANNUAL BUDGET OF THE VILLAGE OF NORTH PALM BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 AND AUTHORIZING ALLOCATIONS, APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE BUDGET AND AS AUTHORIZED BY LAW; APPROVING A COMPREHENSIVE PAY PLAN AND AUTHORIZING THE VILLAGE MANAGER TO MAKE TEMPORARY APPOINTMENTS TO BUDGETED POSITIONS; APPROVING A MASTER FEE SCHEDULE; PROVIDING FOR THE CREATION OF GOVERNMENTAL FUNDS WHEN NECESSARY; PROVIDING FOR THE RECEIPT OF GRANTS OR GIFTS; PROVIDING PROCEDURES FOR BUDGET AMENDMENTS; PROVIDING FOR THE LAPSE OF OUTSTANDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED APPROPRIATIONS FOR THE PRIOR FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff thanked staff for their work on the budget.

Deputy Village Manager Samia Janjua began a presentation on the budget. Mrs. Janjua reviewed and explained the following: Fiscal Year 2025 Council Budget Schedule, Phases in the Municipal Budget Process, Key Financial Considerations for the FY 25 Budget, the FY 25 Budget Highlights, the FY 25 Total Budget which included the General Fund plus the Enterprise Funds, the Millage Rate History (Last 10 Years), Taxpayer Impact, FY 2025 General Fund Budget, Fiscal Year 2025 General Fund Personnel Cost Increase, Fiscal Year 2025 General Fund Operating Cost Increase, Fiscal Year 2025 Enterprise Funds Budget (Country Club + Stormwater Utility Fund), Fiscal Year 2025 Country Club Personnel Cost Increase, Fiscal Year 2025 Country Club Operating Cost Increase, FY 2025 – FY 2029 5-Year Capital Improvement Plan Summary, Key Capital Projects with an estimated total cost of over $500,000, FY 2025 – FY 2029 5-Year Capital Improvement Plan Total 5-Year CIP = $31,016,264, and Budget Cycle.

Mayor Bickel opened the public hearing on the Ad Valorem Tax Millage Rate and FY 2025 Budget.

These residents addressed the Council with their concerns regarding the proposed Ad Valorem Tax Millage Rate and FY 2025 Budget:

John Rhodes, 720 Jacana Way	Mary Romero, 808 Buttonwood Road
Stephanie Camp, 704 Buttonwood Road	Mary McLoughlin, 110 Shore Court

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

Councilmember Puyol began a presentation that he prepared regarding the Ad Valorem Tax Millage Rate and FY 2025 Budget. In the presentation, Councilmember Puyol reviewed the following: General Fund Budget Highlights, Country Club Budget Highlights, Departmental Expenses Review, and Employee Salary Changes. Councilmember Puyol concluded with a summary of the following:

- As a Councilmember, additional information is required to assert reasonable oversight in light of the significant changes to the budget and the resulting proposed millage rate.
- It should be noted that last year's millage rate was 6.9%, and the proposed millage rate for this coming year is 7.4%.

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

- However, the rollback millage rate of 6.44% computed from the increased property values meets last year's budget. Therefore, the proposed increase is almost 1% over last year's millage rate.
- The proposed increase in salaries and retirements is unprecedented, and the rationale for such changes is not apparent.
- A more reasonable proposed salary and retirement increase should be a target of 3% to 5%.
- This would reduce the budget by over $2 million and be more in line with the overall economic environment and result in a millage rate consistent with the prior year.
- Additional expense savings may be possible based on review and challenge of Professional Services and Other Expenses.
- We should keep in mind that salaries and retirement increases are funded through monies gathered from Village residents.
- Those residents also have jobs, and it is highly unlikely they will receive a 20% increase this year.

Mayor Bickel stated that she appreciated Mr. Puyol's presentation and input and stated that she understood that there was an oversight in the FY 25 budget process whereby other Councilmembers were more familiarized with the budget process and didn't need as detailed of an overview. Mayor Bickel stated that background information had not been presented regarding decisions that were made for the proposed budget such as the fact that the Village lost a quarter of its police force due to salary deficits and the Village has also had difficulty in retaining quality personnel. Mayor Bickel that she was not okay with losing police officers to other municipalities and stated that she did not want to lose the additional services that the Village provides to its residents. Mayor Bickel stated that the proposed tax increase was lower then what it was three (3) years ago. Mayor Bickel stated that she valued the employees and would like to make sure that they are paid commensurate with neighboring communities so that they will stay working for the Village.

Vice Mayor Searcy stated that the Village did not become the safest city in Palm Beach County or the best place to live under the sun by underpaying its police force or employees. Vice Mayor Searcy stated that she was offended at the disrespect shown to employees by the statement that was made that they were not worth an average salary of $102,000. Vice Mayor Searcy stated that the Village had incredibly professional employees with Master's degrees in their field of study who are experts at what they do and should be paid appropriately. Vice Mayor Searcy stated that the Village has an audit every year that has won awards for its transparency. Vice Mayor Searcy stated that 23% of the Capital Improvement Plan is funded through grants. Vice Mayor Searcy recommended that the Golf Department begin paying rent since they have been using the Country Club facility rent free for the past five (5) years. Vice Mayor Searcy concluded by stating that the compensation study placed the Village's employees in the 60th percentile in comparison to neighboring communities that would only be a pay rate that was slightly above average. Vice Mayor Searcy concluded by explaining that the Village was the only municipality in Palm Beach County that was a full service community and stated that she was comfortable with the proposed budget.

Councilmember Garrison explained her reasoning for not agreeing with roll back rates. Councilmember Garrison stated that if the millage rate had stayed steady at approximately 7.5 millage rate and was not lowered last year to 6.9, the Village would be in a better position. Councilmember Garrison stated that she was not in favor of deferred maintenance and that she was comfortable with the proposed FY 2025 budget and millage rate of 7.4 mils.

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

President Pro Tem Interlandi stated that she agreed that Council should have a more detailed budget process next year. President Pro Tem Interlandi recommended starting earlier on the budget process. President Pro Tem Interlandi agreed that if the millage rate was kept at a higher rate, the Village would have been in a better position this year. President Pro Tem Interlandi stated that the increases in payroll were due to the compensation study showing that the employees were not being paid adequately and those employees should not have to drive a longer distance to be paid less than what neighboring municipalities closer to their homes are paying. President Pro Tem Interlandi sated that the Village would not be what it was without the employees who should be adequately compensated. President Pro Tem Interlandi stated that she was comfortable with the proposed budget and millage rate.

Councilmember Puyol referred to page 6 of the Village Manager's budget presentation and stated that he wanted to clarify that the 2024 millage rate of 6.9 mils accumulated $41,546,758 for the Village. The rollback rate is reflective of the increase in property values which would make the millage rate 6.44 and by increasing the millage rate to 7.40 mils the Village would accumulate $46,905,977. Councilmember Puyol stated that he had a conversation with Mr. Huff and from the conversation understood capital improvements and the fund balance. Councilmember Puyol stated that just $1,000,000 of the $46,905,977 was for capital projects. Councilmember Puyol expressed his concerns with employees of the Village having an average salary of $100,000 where 40% of the Village residents did not.

Mayor Bickel reopened the public hearing.

John Marasco, 142 Atlantic Road, expressed his concerns with the budget process and asked that Council assist Councilmember Puyol in understanding the budget process since he is a new Councilmember. Mr. Marasco stated that the entire Council should be in agreement on the budget and millage rate.

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

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Interlandi to establish an ad valorem tax millage rate of 7.4000 mils. Thereafter the motion passed 4 to1 with Mayor Bickel, Vice Mayor Searcy, President Pro Tem Interlandi and Councilmember Garrison voting aye and Councilmember Puyol voting nay.

Mayor Bickel announced that the rolled back rate was 6.4464 mils, the percentage increase over the rolled back rate was 14.79%, and the millage rate to be levied was 7.4000 mils.

The motion to adopt on first reading Ordinance 2024-14 approving the Ad Valorem Tax Millage Rate passed 4 to1 with Mayor Bickel, Vice Mayor Searcy, President Pro Tem Interlandi and Councilmember Garrison voting aye and Councilmember Puyol voting nay.

The motion to adopt on first reading Ordinance 2024-15 approving the Fiscal Year 2024-2025 Annual Budget passed 4 to1 with Mayor Bickel, Vice Mayor Searcy, President Pro Tem Interlandi and Councilmember Garrison voting aye and Councilmember Puyol voting nay.

PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-13 COUNTRY CLUB BUDGET AMENDMENT

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt and enact on second reading Ordinance 2024-13 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED COUNTRY CLUB BUDGET FOR FISCAL YEAR 2024 TO TRANSFER $328,001.00 FROM THE APPROPRIATED NET POSITION ACCOUNT TO THE CONTRACTUAL SERVICES ACCOUNT TO FUND THE CONTRACTUAL PAYMENT TO FARMER'S TABLE FOR THE AMORTIZED COST OF IMPROVEMENTS AT THE COUNTRY CLUB; APPROVING THE PAYMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the ordinance was to amend the Country Club budget in order to make an amortized payment to Farmer's Table for the pavilion improvements and pool concession improvements that they made to the Country Club.

Discussion ensued between Councilmember Puyol, Mr. Rubin, Mr. Huff and Mrs. Janjua on the allocation of the initial funds that would be received from Lessing's Ventures LLC and if those funds would be used toward the budget amendment.

Mrs. Janjua stated that the funds from Lessing's Ventures LLC would be received in Fiscal Year 2025 and would sit in a capital contribution account and when the FY 2025 budget process begins, Council can decide where those funds would be allocated.

Thereafter, the motion to adopt and enact on second reading Ordinance 2024-13 passed unanimously.

Mayor Bickel passed the gavel to Vice Mayor Searcy and stated that she had a family emergency and she could not stay for the remainder of the meeting.

RESOLUTION 2024-76 – ANCHORAGE PARK DRY STORAGE RENOVATIONS CONTRACT

A motion was made by Councilmember Garrison and seconded by Councilmember Puyol to adopt Resolution 2024-76 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AGREEMENT WITH E&F FLORIDA ENTERPRISES INC. D/B/A CREATIVE CONTRACTING GROUP FOR RENOVATIONS TO THE ANCHORAGE PARK DRY STORAGE FACILITY AND REPLACEMENT OF DOG PARK FENCING, GATES, AND POSTS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLARK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER $499,091.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE PARKS AND RECREATION – CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT TO FUND THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2024-76 – ANCHORAGE PARK DRY STORAGE RENOVATIONS CONTRACT *continued*

Zak Sherman, Director of Leisure Services explained that an Invitation to Bid was issued for the renovation of the boat storage yard at Anchorage Park. Additionally bidders were asked to provide alternate pricing for three (3) alternates related to the replacement of dog park fencing, gates, and posts for two of the Village's three (3) dog parks. A total of four (4) proposals and three (3) alternates were received. Mr. Sherman stated that after evaluating and ranking all of the proposals, E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group provided the lowest bid. Mr. Sherman described the proposed project and details of the contract and pricing.

Rita Budnyk, 804 Shore Drive, spoke on behalf of the Recreation Advisory Board stating that the project was long overdue and the project was finally coming to fruition due to Mr. Sherman and his staff. Ms. Budnyk stated that the Recreation Advisory Board was in support of the project.

Discussion ensued between Mr. Huff and Councilmember Puyol regarding how the project would be funded and where the funds for the project were allocated.

Thereafter the motion to adopt Resolution 2024-76 passed with all present voting aye.

RESOLUTION 2024-77 – LANDSCAPING AND GROUNDS MAINTENANCE SERVICES CONTRACT

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-77 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Marc Holloway, Field Operations Manager discussed and explained the Request for Proposals process that took place stating that eight (8) proposals were received. A Selection Committee met to rate the proposals and based on the ratings, recommended awarding the contract to Precision Landscaping and Grounds Maintenance Services.

Deborah Cross, 2560 Pepperwood Circle S, expressed her concerns with Precision Landscaping and Grounds Maintenance Services.

Mr. Holloway stated that the incidents that Mrs. Cross referred to with Precision Landscaping and Grounds Maintenance Services happened on a private property and not within the Village's parameters. Mr. Holloway stated that he has not had any issues working with the company and gave examples of their professionalism.

Discussion ensued between Mr. Holloway, President Pro Tem Interlandi and Vice Mayor Searcy regarding the mulching around trees.

Councilmember Puyol asked if the contract also included the grounds surrounding the Country Club.

RESOLUTION 2024-77 – LANDSCAPING AND GROUNDS MAINTENANCE SERVICES CONTRACT *continued*

Mr. Holloway stated that the scope of work was included in the contract.

Thereafter the motion to adopt Resolution 2024-77 passed with all present voting aye.

RESOLUTION 2024-78 – VULNERABILITY ASSESSMENT CONTRACT

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-78 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC TO DEVELOP A VULNERABILITY ASSESSMENT FOR THE VILLAGE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Holloway explained that the contract was the second stage of the stormwater vulnerability piece. Mr. Holloway stated that three (3) proposals were received and a Selection Committee met to rate the proposals. Based on their findings, the Selection Committee was recommending awarding the contract to APTIM Environmental & Infrastructure LLC.

Deborah Cross, 2560 Pepperwood Circle S, expressed that she needed clarification on the purpose of the assessment.

Mr. Holloway explained that the Stormwater Master Plan and the Stormwater Vulnerability Study were necessary to receive grant funds to complete the new stormwater drainage system.

Mr. Rubin explained that the study was statutorily required.

Thereafter the motion to adopt Resolution 2024-76 passed with all present voting aye.

RESOLUTION 2024-79 – STORMWATER MANAGEMENT UTILITY ASSESSMENT

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-79 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING AND CERTIFYING THE NON-AD VALOREM ASSESSMENT ROLL FOR THE STORMWATER MANAGEMENT UTILITY ASSESSMENT FOR PARCELS OF REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Chad Girard, Public Works Director explained that the non-ad valorem assessment for the stormwater utility assessment was required to be certified each year. No changes were proposed to the non-ad valorem assessment for 2024.

Councilmember Puyol asked what the non-ad valorem assessment fee was.

Mr. Girard stated that the fee was $7.78 per residential unit.

RESOLUTION 2024-79 – STORMWATER MANAGEMENT UTILITY ASSESSMENT *continued*

Thereafter the motion to adopt Resolution 2024-79 passed with all present voting aye.

RESOLUTION 2024-80 – COLLECTIVE BARGAINING AGREEMENT WITH PBA

A motion was made by Councilmember Garrison and seconded by President Pro Tem Interlandi to adopt Resolution 2024-80 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE AND THE POLICE BENEVOLENT ASSOCIATION OF PALM BEACH COUNTY, INC. AND AUTHORIZING EXECUTION OF THE AGREEMENT; APPROVING AND ADOPTING A TAKE HOME VEHICLE POLICY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff discussed and explained the negotiation process that took place and stated that staff did a phenomenal job.

Mr. Huff reviewed the negotiated items in the agreement which were as follows:

- Updated holidays and sick leave incentive pay to match the actual scheduled shift of 8 hours, 10.5 hours, or 12 hours.
- Increase in vacation accrual schedule, adding more tiers in an effort to retain employees.
- Adjusted holiday schedule language so that if an employee works on the actual holiday, they are paid at time and a half.
- Add a personal day per fiscal year. No cash value and does not roll over.
- Increased percentage for out of grade pay from 5% to 10%.
- Wages were adjusted as follows:
    - Effective on October 1, 2024, the salary ranges for Police Officers will be increased by 8% and the salary ranges for Police Sergeants will be increased by 7%.
    - Police Officers are then eligible for an 8% salary range increase and a 4.5% performance-based step increase on their anniversary date of each subsequent year. Police Sergeants are then eligible for a 7% salary range increase and a 4.5% performance-based step increase on their anniversary date of each subsequent year. They will no longer receive an adjustment on October 1st each year, as well as an increase on their anniversary date. After the initial slotting adjustment on October 1st, 2024, they will only receive increases on their anniversary date.

Sergeant Lou Pearson discussed the challenges in recruitment and retention over the past years and stated that he has never had a more professional contract process than the process that was just completed. Sergeant Pearson stated that Mr. Huff, Mrs. Janjua and Ms. Cain were fair, consistent and responsive to the PBA's concerns and requests. On behalf of the Village's Police Department, Sergeant Pearson expressed his gratitude to Council and the Village.

Vice Mayor Searcy expressed her gratitude to the Police Department.

President Pro Tem Interlandi expressed her gratitude and pride in the Village's Police Department and Village staff for their professionalism in the negotiations.

Thereafter the motion to adopt Resolution 2024-80 passed with all present voting aye.

RESOLUTION 2024-81 – COLLECTIVE BARGAINING AGREEMENT WITH IAFF

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-81 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC. THROUGH SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff discussed and explained the negotiation process that took place with the Fire Department.

Mr. Huff reviewed the negotiated items in the agreement which were as follows:

- Updated the number of uniform t-shirts to be provided by the Village.
- Updated language for vacation accruals so that the next tier of accrual starts at the beginning of year five of service instead of the end.
- Updated language so that only the driver shall be subject to post-accident drug screening instead of the entire crew.
- The Village and the Union agreed to file a joint petition to PERC to include the position of Lieutenant and Firefighter/EMT in the collective bargaining agreement, pending the approval of the positions by Village Council in the pay plan and the PERC Final Order granting the petition.
- Pension:
    1. Changed normal retirement to age 52 or 25 years of service instead of both. Employee must be vested.
    2. Increased the benefit accrual rate to 3% for all years of credited service on or after 10/1/2021. Employer paid to match PBA.
    3. Health Insurance Subsidy of $15 per year of credited service added.
    4. Employee contribution will be increased on April 1, 2024 to 11% to pay for items one and three.
- Wages were adjusted as follows:
    - Effective on October 1, 2024, the salary ranges for Firefighter/Paramedic, Driver Engineer/EMT, Driver Engineer/Paramedic, and Captain will be increased by 5%.
    - Employees are then eligible for a 5% salary range increase and a 4.5% performance-based step increase on April 1st of each subsequent year. They will no longer receive an adjustment on October 1st each year, as well as an increase on April 1st. After the initial slotting adjustment on October 1st, 2024, they will only receive increases on April 1st.

Anthony Giarusso, 513 Harbour Road, thanked Village staff for the professionalism in the negotiation process. On behalf of the Fire Department, Mr. Giarusso expressed gratitude to Village staff and the Council.

Pat Friedman, 1208 Marine Way, on behalf of Old Port Cove thanked the Police Department and the Fire Department and stated the Village had the best Police Department, Fire Department and Village staff. Ms. Friedman commended Mr. Huff, Mrs. Janjua and Ms. Cain for their professionalism in the negotiation process.

RESOLUTION 2024-81 – COLLECTIVE BARGAINING AGREEMENT WITH IAFF *continued*

Vice Mayor Searcy expressed her gratitude to the Village's Fire Department.

President Pro Tem Interlandi expressed her gratitude and pride in the Village's Fire Department and Village staff for their professionalism in the negotiations.

Thereafter the motion to adopt Resolution 2024-81 passed with all present voting aye.

MOTION – VILLAGE MANAGER MERIT INCREASE AND SALARY ADJUSTMENTS

Jennifer Cain, Human Resources Director, explained that Mr. Huff was eligible for a 4% merit increase based on the total score he received through the evaluation process. The effective date of the increase would be retroactive to February 9, 2024. Mrs. Cain explained that a comprehensive study was conducted to bring all positions to the 60th percentile based on the Village's comparators with the intent to implement the results of the study on October 1, 2024 pending the approval of the FY2025 budget and pay plan. The compensation study resulted in a calculation of the Village Manager's salary at the 60th percentile of $245,586.55 annually, a 24.28% increase over the 4% merit calculation. An increase of 14.09% over the 4% merit calculation to $230,000.00 annually is necessary in order to avoid inequity and compaction in the newly proposed pay plan. Mrs. Cain stated that staff was recommending an adjustment of the Village Manager's salary up to $230,000 annually.

Discussion ensued between Councilmembers regarding the Village Manager's salary and merit increase.

A motion was made by Councilmember Puyol and seconded by Councilmember Garrison to raise Village Manager Huff's salary to the 60th percentile and award the 4% merit increase.

Thereafter the motion passed with all present voting aye.

Mr. Huff thanked Council and the community and stated that the Village had the best residents and employees.

MAYOR AND COUNCIL MATTERS/REPORTS

Vice Mayor Searcy thanked staff for the Beats and Eats event. Vice Mayor Searcy announced the Touch a Truck event on September 21st beginning at 10 a.m.

President Pro Tem Interlandi announced an Anchorage Park cleanup on September 21st beginning at 8:30 a.m.

Councilmember Puyol asked for an update on the Village Place proposed project.

Mr. Huff stated that a meeting was planned between staff and the developer on September 25th to discuss next steps.

Vice Mayor Searcy asked Country Club Manager Beth Davis to give an update on the new restaurant.

Ms. Davis stated that the Lessing's Group was slowly taking over by cleaning and training staff. Lessing's Group will begin taking over on Monday, September 16th. Ms. Davis gave a schedule and explanation of the transitional steps and soft openings of the new restaurant.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff gave an update on the FDOT bridge replacement and should begin in the first quarter of next year. Mr. Huff stated there would not be any road closures during construction

Mr. Huff discussed and explained a memo he provided to Council regarding the Golf Advisory Board and the former Country Club Advisory Board. Mr. Huff gave a brief history of the former Country Club Advisory Board and the reasons it was dissolved. Mr. Huff recommended that Council move to reestablish the Country Club Advisory Board to ensure that all aspects of the North Palm Beach Country Club were properly represented and managed.

Councilmember Puyol asked for an update on the Lighthouse Drive bridge replacement.

Mr. Girard provided an update on the Lighthouse Drive bridge replacement. The price proposal was received from the engineering consultant for the Lighthouse Drive bridge replacement, and after fee negotiations, the item will be brought to Council for consideration at the first Council meeting in October.

Councilmember Puyol congratulated Pat Friedman and Don Solodar on their recent engagement.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:30 p.m.

_____

Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH
Parks and Recreation Department / Library Services

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, Public Works Director

DATE: September 26, 2024

SUBJECT: **MOTION – Acceptance of Fiscal Year 2025 Donations Valued Over $25,000 for Parks and Recreation Department, and Library Programs, including Support from the Friends of the Library**

On July 13, 2023, Village Council passed Resolution 2023-53, establishing the Village's donation policy. The policy mandates that donations exceeding $25,000 in cash or equivalent items must receive Village Council approval.

Throughout the year, the Parks and Recreation Department, and Library Staff actively seek sponsorships for various programs, such as the Anchorage Aweigh Fishing Tournament, Halloween Festival, and Heritage Day.

Additionally, the Friends of the Library, as part of their annual tradition, diligently raise and donate funds to the Library for programming, furniture, and other equipment and supplies. These contributions have significantly enriched our Library facility and programs, including but not limited to:

- Supporting the Library's Summer Reading Program, which features weekly programs encouraging reading and special guest performances.
- Transforming Library spaces with comfortable furniture, shelving, tables, and more to create inviting environments for residents.
- Providing vital equipment and supplies that sustain our afterschool programming and a wide array of engaging children's activities.

To further enhance program and facility support, in addition to the invaluable contributions from the Friends of the Library, Parks and Recreation Department, and Library Staff seeks authorization to accept donations valued at more than $25,000.

Recommendation:

Village Staff recommends Council consideration and approval of a motion allowing Parks and Recreation Department, and Library Staff to accept donations Valued Over $25,000 for Parks and Recreation Department, and Library Programs, including the Anchorage Aweigh Fishing Tournament, the Halloween Festival, and Heritage Day, as well as support from the Friends of the Library.

VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: September 26, 2024

SUBJECT: **MOTION – Approval of merit increase for the Village Clerk**

Each year, all Village employees are evaluated on their performance during the previous twelve months and typically receive either merit increases based upon a final numeric score or step-plan increases in accordance with collective bargaining agreements. Those performance evaluations are completed by the respective first line supervisors and in conjunction with the respective employee's anniversary (hire) date or date of promotion, whichever is applicable.

Likewise, the Village Clerk is evaluated by all five members of the Village Council. The numeric scores of those five performance evaluations are then averaged and a final score established. That score is then converted to a percentage score, which determines the increase in salary.

The evaluation form consists of nine categories with numerical ratings from zero (below standards) to three (exceptional), as well as a rating of not applicable. This year, out of a possible high score of 135, the Clerk received a score of 112, which equates to an average score of 22.40, or an average percentage score of 83%. As shown on the attached merit calculation form, the Clerk's merit increase is calculated at 4.2% (83% of 5). The effective date of the merit increase is retroactive to August 8, 2024.

Article IV, section 8(c) of the Village Charter provides that "the compensation of the clerk shall be fixed by the council."

The attached merit calculation form has been reviewed by the Human Resources Department.

Recommendation:

Village Administration requests Council consideration and approval of a motion granting a merit increase of 4.2% to the Village Clerk based on the average score of each Councilmember's performance evaluation and directing Village Administration to process same.

Evaluation Worksheet - Conversion from Score to %-age increase

Village of North Palm Beach

Evaluation Period - 8/8/23 to 8/8/24

Merit range: 2% - 5%. Employees must receive a minimum of 67% to be eligible for any merit increase.

EVALUATION SCORES	
1	24.00
2	19.00
3	22.00
4	24.00
5	23.00
TOTAL	112.00
AVERAGE	**22.40**

	Weighted Score	Highest Possible Score
COMBINED TOTAL	112.00	135.00
PERCENTAGE SCORE		83%
AVERAGED TOTAL	22.40	27.00
PERCENTAGE SCORE		83%
Max for 5% (100% of Possible)		27
Min for 2% (67% of Possible)		18

Percentage Increase to Pay 4.2 %

VILLAGE OF NORTH PALM BEACH
PARKS & RECREATION DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: September 26, 2024

SUBJECT: **RESOLUTION** – Approval of an Eleventh Amendment to an Agreement for professional grant preparation and management services with RMPK Funding, Inc.

RMPK Funding Inc has been very successful in obtaining and managing grant funding for the Village since 2013. Not only has RMPK assisted in identifying and submitting grant applications, RMPK has updated status reports, managed commencement and closing procedures and submitted grant amendments and grant period extensions. A percentage of the cost to retain RMPK can be reimbursed through grant funding.

Based upon past performance, Village Staff is recommending that the Village Council waive the written quotation process and extend the agreement for another one-year term. The cost for this contract amendment is $20,000 ($5,000 per quarter) and shall be effective October 1, 2024.

The Village has had a contractual relationship with RMPK for over nine years. It should be noted that Ryan Ruskay, RMPK's President, is the son of former Village staff member, Russ Ruskay.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8028-33190	Professional Services	$20,000.00

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving an Eleventh Amendment to the Agreement for Grant Services with RMPK Funding, Inc. at a cost not to exceed $20,000, with funds expended from Account No. A8028-33190 (Parks and Recreation – Professional Services), and authorizing the Mayor and Village Clerk to execute the Eleventh Amendment in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN ELEVENTH AMENDMENT TO THE AGREEMENT FOR GRANT SERVICES WITH RMPK FUNDING, INC. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE ELEVENTH AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2013-05, the Village Council approved an Agreement for Grant Services for RMPK Funding, Inc.; and

WHEREAS, through the adoption of Resolution Nos. 2014-25, 2015-22, 2016-52, 2017-67, 2018-92, 2019-134, 2020-71, 2021-87, 2022-74, and 2023-69, the Village Council extended the term of the Agreement and modified the compensation for additional fiscal years through September 30, 2024; and

WHEREAS, the parties wish to enter into an Eleventh Amendment to the Agreement to again extend the term for an additional one-year period through September 30, 2025; and

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

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

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

Section 2. The Village Council hereby approves the Eleventh Amendment to Agreement for Grant Services with RMPK Funding, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Eleventh Amendment on behalf of the Village. The compensation for Fiscal Year 2025 shall not exceed $20,000.00, with funds expended from Account No. A8028-33190 (Parks & Recreation – Professional Services).

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

ELEVENTH AMENDMENT TO AGREEMENT FOR GRANT SERVICES

This Eleventh Amendment is made as of the ____ day of _____, 2024, by and between the Village of North Palm Beach, Florida, a Florida municipal corporation ("VILLAGE") and RMPK Funding, Inc., a Florida corporation ("CONSULTANT"), whose FEIN is 20-609342.

RECITALS

WHEREAS, the VILLAGE and CONSULTANT entered into an Agreement for grant preparation and management services dated February 14, 2013 ("Agreement"); and

WHEREAS, Section 2(A) of the Agreement provides that the term of the Agreement may be extended upon written agreement of the parties; and

WHEREAS, through the execution of an Amendment to the Agreement ("First Amendment") dated April 10, 2014, the parties extended the term through February 14, 2015; and

WHEREAS, through the execution of a Second Amendment to the Agreement ("Second Amendment") dated February 26, 2015, the parties extended the term through September 30, 2016; and

WHEREAS, through the execution of a Third Amendment to the Agreement ("Third Amendment") dated September 8, 2016, the parties extended the term through September 30, 2017; and

WHEREAS, through the execution of a Fourth Amendment to the Agreement ("Fourth Amendment") dated September 21 2017, the parties extended the term through September 30, 2018; and

WHEREAS, through the execution of a Fifth Amendment to the Agreement ("Fifth Amendment") dated October 25, 2018, the parties extended the term through September 30, 2019; and

WHEREAS, through the execution of a Sixth Amendment to the Agreement ("Sixth Amendment") dated December 12, 2019, the parties extended the term through September 30, 2020; and

WHEREAS, through the execution of a Seventh Amendment to the Agreement ("Seventh Amendment") dated November 12, 2020, the parties extended the term through September 30, 2021; and

WHEREAS, through the execution of an Eighth Amendment to the Agreement ("Eighth Amendment") dated October 11, 2021, the parties extended the term through September 30, 2022; and

WHEREAS, through the execution of a Ninth Amendment to the Agreement ("Ninth Amendment") dated September 22, 2022, the parties extended the term through September 30, 2023; and

WHEREAS, through the execution of a Tenth Amendment to the Agreement ("Tenth Amendment") dated September 14, 2023, the parties extended the term through September 30, 2024; and

WHEREAS, the VILLAGE and CONSULTANT wish to again extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and this Tenth Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the VILLAGE and CONSULTANT agree as follows:

1. The Agreement is hereby extended through September 30, 2025, at which time the Agreement shall automatically expire unless extended by written agreement of the parties.

2. The VILLAGE shall pay to CONSULTANT the sum of $20,000 for services rendered during Fiscal Year 2025 (October 1, 2024 through September 30, 2025). The Village shall remit payment to CONSULTANT on a quarterly basis. The first quarterly payment of $5,000 shall be due upon execution of this Agreement, with remaining quarterly payments due on or before January 15, 2025, April 15, 2025, and July 15, 2025.

3. All provisions of the Agreement, as amended, to the extent not specifically modified herein, shall remain in full force and effect. In the event of a conflict between the terms of this Eleventh Amendment and the Agreement, as previously amended by the First through Tenth Amendments, the terms of this Eleventh Amendment shall control.

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

RMPK FUNDING, INC.

BY: _____
Ryan A. Ruskay, President

VILLAGE OF NORTH PALM BEACH

BY: _____
Susan Bickel, Mayor

ATTEST:

BY: _____
Jessica Green, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Village Attorney

VILLAGE OF NORTH PALM BEACH
Parks and Recreation Department / Library

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, Public Works Director

DATE: September 26, 2024

SUBJECT: **RESOLUTION** - Approval of FY 2025 Blanket Purchase Order for Plumbing Services

Village Staff is requesting that a blanket purchase order be issued to Ani Con Services, LLC in an amount not to exceed $40,000.00 for plumbing services for Parks and Recreation Department, and Library facilities and grounds. In accordance with the Village's purchasing policies and procedures, blanket purchase orders over $25,000.00 require Village Council approval.

Background:
In FY 2024, the Leisure Services Department addressed multiple plumbing issues in both the main buildings and the outdoor restrooms, as well as in fountains across the parks and pavilions. The cost of plumbing services totaled approximately $30,000. Each year, Staff must replace parts/materials, repair leaks, and tackle problems like clogged drains and malfunctioning valves to guarantee uninterrupted enjoyment of Village facilities for residents. Our facilities are frequently used and demand consistent and vigilant maintenance.

Pricing:
Several companies, including Speedy Rooter, Inc. and Farmer & Irwin Corp., hold contracts for plumbing services with the Palm Beach County School District. Staff requested their bid summaries to compare pricing.

Ani Con Services, LLC, our contractor for the past few years, opted not to renew their School District contract this year. However, they provided us with a price sheet for comparison with the other two plumbers.

Based on the price comparison, Ani Con Services, LLC still offers competitive pricing, with rates significantly lower than the other two companies. The company's exceptional responsiveness and cost-effective hourly rates make them the best choice to handle a substantial portion of the Department's plumbing needs. Consequently, Staff is requesting a blanket purchase order for Ani Con Services, LLC in the amount of $40,000 to cover both Parks and Recreation and Library.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8028-34620	R&M Bldg & Grounds	$ 35,000
General Fund	Library	A7927-34620	R&M Bldg & Grounds	$ 5,000
			Total:	$ 40,000

This Blanket Purchase Order will be effective October 1, 2024.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the required blanket purchase order with Ani Con Services, LLC in an amount not to exceed $40,000, with funds expended from Account No. A8028-34620 (Recreation - R&M Building & Grounds) and Account No. A7927-34620 (Library - R&M Building & Grounds), in accordance with Village policies and procedures.

RESOLUTION 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A FISCAL YEAR 2025 BLANKET PURCHASE ORDER FOR THE PARKS AND RECREATION DEPARTMENT, AND LIBRARY WITH ANI CON SERVICES, LLC FOR PLUMBING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials and services purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders in excess of $25,000; and

WHEREAS, based on past spending trends, Village Staff is requesting that a blanket purchase order be issued to Ani Con Services, LLC for plumbing services for park and recreation facilities and the Village Library for Fiscal Year 2025; and

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

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

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

Section 2. The Village Council hereby approves the issuance of a blanket purchase order to Ani Con Services, LLC in the total amount of $40,000 for Fiscal Year 2025, with funds expended as follows: $35,000 from Account No. A8028-34620 (Parks and Recreation – Repair and Maintenance Buildings and Grounds) and $5,000 from Account No. A7927-34620 (Library – Repair and Maintenance Buildings and Grounds).

Section 3. This Resolution shall be effective October 1, 2024.

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

23C-28K BID SUMMARY DOCUMENT

VENDOR NAME:	ANI CON SERVICES, LLC	
DESCRIPTION	**RATE**	**UNIT OF MEASURE**
Plumber: Regular Hours (Monday-Friday, 7am to 5pm)	$ 76.50	Per Hour
Plumber: Alternative Hours (5:01pm through 6:59am, Monday-Friday; all hours Sat & Sun)	$114.75	Per Hour
Apprentice/Helper: Regular Hours (Monday-Friday, 7am to 5pm)	$ 61.50	Per Hour
Apprentice/Helper: Alternative Hours (5:01pm through 6:59am, Monday-Friday; all hours Sat & Sun)	$ 92.25	Per Hour
Materials/Equipment or Subcontracted Services - Cost Plus Percentage (may not exceed 20%)	20%	Percentage
Backhoe (operator included)	$200.00	Per Hour
	$1,600.00	Per Day
	$8,000.00	Per Week
	$32,000.00	Per Month
Vacuum Truck (operator included)	$250.00	Per Hour
	$2,000.00	Per Day
	$10,000.00	Per Week
	$40,000.00	Per Month
Jetter Machine (operator included)	$225.00	Per Hour
	$1,800.00	Per Day
	$9,000.00	Per Week
	$3,600.00	Per Month
Bobcat (operator included)	$200.00	Per Hour
	$1,600.00	Per Day
	$8,000.00	Per Week
	$40,000.00	Per Month
Dump Truck (operator included)	$295.00	Per Hour
	$2,360.00	Per Day
	$11,800.00	Per Week
	$47,200.00	Per Month
Sewer Camera, operator, recording provided to School District via Email	$275.00	Per Hour
	$2,200.00	Per Day
	$11,000.00	Per Week
	$44,000.00	Per Month
Smoke Testing	$350.00	Per Hour
	$2,800.00	Per Day
	$14,000.00	Per Week
	$70,000.00	Per Month

The School District of Palm Beach County
Bid 23C-28K

23C-28K BID SUMMARY DOCUMENT

VENDOR NAME:	FARMER & IRWIN CORP.	
DESCRIPTION	**RATE**	**UNIT OF MEASURE**
Plumber: Regular Hours (Monday-Friday, 7am to 5pm)	$110.00	Per Hour
Plumber: Alternative Hours (5:01pm through 6:59am, Monday-Friday; all hours Sat & Sun)	$140.00	Per Hour
Apprentice/Helper: Regular Hours (Monday-Friday, 7am to 5pm)	$105.00	Per Hour
Apprentice/Helper: Alternative Hours (5:01pm through 6:59am, Monday-Friday; all hours Sat & Sun)	$130.00	Per Hour
Materials/Equipment or Subcontracted Services - Cost Plus Percentage (may not exceed 20%)	15%	Percentage
Backhoe (operator included)	$300.00	Per Hour
	$1,210.00	Per Day
	$5,450.00	Per Week
	$21,630.00	Per Month
Vacuum Truck (operator included)	$0.00	Per Hour
	$0.00	Per Day
	$0.00	Per Week
	$0.00	Per Month
Jetter Machine (operator included)	$375.00	Per Hour
	$2,120.00	Per Day
	$9,775.00	Per Week
	$36,770.00	Per Month
Bobcat (operator included)	$0.00	Per Hour
	$0.00	Per Day
	$0.00	Per Week
	$0.00	Per Month
Dump Truck (operator included)	$0.00	Per Hour
	$0.00	Per Day
	$0.00	Per Week
	$0.00	Per Month
Sewer Camera, operator, recording provided to School District via Email	$350.00	Per Hour
	$2,020.00	Per Day
	$9,120.00	Per Week
	$34,075.00	Per Month
Smoke Testing	N/A	Per Hour
	$2,420.00	Per Day
	$11,875.00	Per Week
	$42,840.00	Per Month

The School District of Palm
Beach County

Bid 23C-28K

23C-28K
ADDITIONAL INFORMATION DOCUMENT

VENDOR NAME:	FARMER & IRWIN CORP.

This Additional Information will not be used in the evaluation of this Bid.
Vendors shall identify any additional costs not identified that are related to the scope of services but not identified on BidSync. These rates will apply while contract is in effect and used when completing the quote sheet when pricing is requested.

ITEM NUMBER	DESCRIPTION	RATE	UNIT OF MEASURE
1	Dispatch Fee	$45.00	Per Day
2	Copper/Steel Press Tool	$75.00	Per Day
3	Pipe Threader	$60.00	Per Day
4	K60 Sectional Cable Sewer Machine	$65.00	Per Day
5	Torch (For Soldering)	$25.00	Per Day
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23C-28K BID SUMMARY DOCUMENT

VENDOR NAME:	Speedy Rooter Inc.	
DESCRIPTION	**RATE**	**UNIT OF MEASURE**
Plumber: Regular Hours (Monday-Friday, 7am to 5pm)	$99.99	Per Hour
Plumber: Alternative Hours (5:01pm through 6:59am, Monday-Friday; all hours Sat & Sun)	$119.99	Per Hour
Apprentice/Helper: Regular Hours (Monday-Friday, 7am to 5pm)	$79.99	Per Hour
Apprentice/Helper: Alternative Hours (5:01pm through 6:59am, Monday-Friday; all hours Sat & Sun)	$99.99	Per Hour
Materials/Equipment or Subcontracted Services - Cost Plus Percentage (may not exceed 20%)	20%	Percentage
Backhoe (operator included)	$189.99	Per Hour
	$1,500.00	Per Day
	$5,000.00	Per Week
	$7,500.00	Per Month
Vacuum Truck (operator included)	$449.99	Per Hour
	$1,650.00	Per Day
	$12,500.00	Per Week
	$17,500.00	Per Month
Jetter Machine (operator included)	$249.99	Per Hour
	$1,750.00	Per Day
	$6,500.00	Per Week
	$8,500.00	Per Month
Bobcat (operator included)	$189.99	Per Hour
	$1,750.00	Per Day
	$6,500.00	Per Week
	$8,500.00	Per Month
Dump Truck (operator included)	$249.99	Per Hour
	$1,750.00	Per Day
	$5,000.00	Per Week
	$8,500.00	Per Month
Sewer Camera, operator, recording provided to School District via Email	$449.99	Per Hour
	$1,750.00	Per Day
	$5,000.00	Per Week
	$8,500.00	Per Month
Smoke Testing	$449.99	Per Hour
	$1,750.00	Per Day
	$5,000.00	Per Week
	$8,500.00	Per Month

VILLAGE OF NORTH PALM BEACH
Public Library

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Julie Morrell, Library Manager

DATE: September 26, 2024

SUBJECT: **RESOLUTION** - Approval of FY 2025 Blanket Purchase Order for Baker & Taylor

In accordance with the Village's purchasing policy, Council approval is required for a blanket purchase order when the aggregate fiscal year spending for a vendor is anticipated to exceed $25,000. Administration is requesting the approval of one blanket purchase order be issued to the following vendor: Baker & Taylor ($71,013).

The North Palm Beach Library primarily purchases Books from our book wholesaler Baker and Taylor, pursuant to State Term Contract 55000000-23-NY-ACS Books, Serials, Databases, and Library Resource Management Products, for the period of 04/10/2023 through 08/31/2027, and is expected to expend $55,000 for FY 2025. For Leased Books, the Library also purchases through Baker and Taylor, but pursuant to Palm Beach County Term Contract #20004D Books, New and Popular, Leased, for the period of 08/01/2024 through 07/31/2025, and is expected to expend $16,013 for FY 2025.

For budgeting purposes, Staff allocate the lease costs to the state aid expense budget line, with this expense typically being offset by the state aid to libraries grant. In total, for FY 2025, the Library anticipates spending $71,013 through Baker and Taylor.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Library	A7927-33126	State Aid Expense	$16,013
General Fund	Library	A7927-35442	Books, Adult	$ 30,000
General Fund	Library	A7927-35443	Books, Children	$ 20,000
General Fund	Library	A7927-35448	Books, Young Adult	$ 5,000

This Blanket Purchase Order will be effective October 1, 2024.

Recommendation:

Village Administration requests Council consideration and approval of the attached resolution approving the required blanket purchase order with Baker and Taylor at a total cost of $71,013 with funds expended as follows: $16,013 from Account No. A7927-33126 (State Aid Expense); $30,000 from Account No. A7927-35442 (Books-Adult); $20,000 from Account No. A7927-35443 (Books-Children); and $5,000 from Account No. A7927-35448 (Books-Young Adult) in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH BAKER AND TAYLOR, LLC. IN AN AMOUNT NOT TO EXCEED $71,013.00 FOR VILLAGE LIBRARY BOOKS PURSUANT TO PRICING ESTABLISHED BY EXISTING STATE AND COUNTY TERM CONTRACTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year, and blanket purchase orders in excess of $25,000 require approval by the Village Council; and

WHEREAS, Village Staff requested approval of a blanket purchase order in the amount of $71,013.00 with Baker and Taylor, LLC for the purchase of books pursuant to pricing established in an existing State Term Contract (55000000-23-NY-ACS Books, Serials, Databases, and Library Resource Management Products) and the lease of books pursuant to pricing established in an existing Palm Beach County Term Contract (20-004D Books, New and Popular, Leased); and

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

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

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

Section 2. The Village Council hereby approves the issuance of a blanket purchase order in the amount of $71,013.00 with Baker and Taylor, LLC for the purchase of books pursuant to pricing established in an existing State Term Contract (55000000-23-NY-ACS Books, Serials, Databases, and Library Resource Management Products) and the lease of books pursuant to pricing established in an existing Palm Beach County Term Contract (20-004D Books, New and Popular, Leased), with funds expended as follows: $16,013.00 from Account No. A7927-33126 (State Aid Expense); $30,000.00 from Account No. A7927-35442 (Books-Adult); $20,000.00 from Account No. A7927-35443 (Books-Children); and $5,000.00 from Account No. A7927-35448 (Books-Young Adult).

Section 3. This Resolution shall take effect October 1, 2024.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

BAKER & TAYLOR

07/03/2024

Mr. Chuck Huff
The Village of North Palm Beach Library
Lease Plan
303 Anchorage Drive
North Palm Beach, FL 33408

RE: Account #: F936427

Dear Mr. Huff:

Baker & Taylor has appreciated the opportunity to be your supplier for library books through our Book Leasing System. We sincerely hope services rendered in the past have been satisfactory.

At this time, we would like to offer for your consideration the renewal of your Book Leasing program. A renewal specifications form is enclosed for your convenience. Your library's current plan size is 40 quota per month. To renew your book leasing program, please sign and return the renewal form via fax to 1-877-460-6011, email to leasing@baker-taylor.com or mail to the following address:

BAKER & TAYLOR
BOOK LEASING SYSTEM
251 MT. OLIVE CHURCH RD.
COMMERCE, GA 30599

If you wish to make changes from the previous contract, please make the appropriate notation on the renewal form before returning it to us. The prompt return of the completed renewal form will prevent any lapse in your book leasing service. The Renewal Notice is not an invoice. Please do not submit payment without first returning your signed renewal form via fax or mail. Once your signed renewal is received, you will be invoiced on the first day of the month your contract begins.

Please feel free to contact our book leasing department any time we may be of assistance (800-775-3800). We consider it a privilege to serve your book leasing needs and look forward to continuing this service.

Sincerely,

Andrea Mayfield

Attachment

251 Mt. Olive Church Road
Commerce, GA 30599
tf 800-775-3800 ext. 2427
p 706-335-5000 ext. 2427
www.baker-taylor.com

BAKER & TAYLOR

Renewal Notice

BAKER & TAYLOR BOOK LEASING SYSTEM
251 MT. OLIVE CHURCH ROAD
COMMERCE , GA 30599-2300

To renew your Book Leasing Account, please make any changes necessary, then sign and return to Baker & Taylor Book Leasing System along with your purchase order, if applicable.

Service Inquiries: 800-775-3800 or FAX: 877-460-6011

RENEWAL AUTHORIZATION:

Chuck Huff / Village Manager
Name / Title (Please Print)

Signature

Please Confirm Phone Numbers
Phone (561) 841-3383
Fax (561) 848-2874

For Internal Use Only
Contract #: 018
Master #: 510840
Acct #: F936427
Territory ID: 414

Plan BV040 Beginning On: 10/01/2024 Ending On: 09/30/2025 **Total Contract Amt: $8,006.40**

Bill To: The Village of North Palm Beach Library
Lease Plan
303 Anchorage Drive
North Palm Beach, FL 33408

Ship To: The Village of North Palm Beach Library
Lease Plan
303 Anchorage Drive
North Palm Beach, FL 33408

Service Requested:

	Book Plan
Monthly Quota Allowance	40
Annual Quota Allowance:	480

Quota Cutoff:

Cutoff:	$50.00
2nd Cutoff:	$999,999.99
3rd Cutoff:	$0.00

Management Report Sequence: (SAME)

- ☐ Author
- ☐ Title
- ☐ Ship Date
- ☑ Summary Only

Cataloging: (SAME)

- _____ Dewey/LC Subject Headings
- _____ LC/LC Subject Headings
- _____ Pocket on Front Flyleaf
- _____ Pocket on Back Flyleaf
- _____ Mylar Jacket Only
- _____ Machine Readable Cataloging Records

Payment Plan Chosen:

1. Monthly Payments of:
2. Quarterly Payments of:
3. Semi-Annual Payments of:
4. Annual Payments of: $8,006.40

-- 2% discount for annual payment of program within 60 days of invoice date
-- 1% discount for semi-annual payment of program within 30 days of invoice date
Credit card payments are not eligible for any prepay discount.

****PLUS TAXES WHERE APPLICABLE****

Invoicing Instructions:

1. Purchase order number, if applicable:

   _____

2. Library systems only:

   _____ Separate invoices by branch
   _____ One combined invoice

Book Identification: (SAME)
Each book will have a white adhesive label that will readily identify it as a Baker & Taylor Lease Book. Please indicate below exactly how you wish your library name and address to appear on the label.

Line 1 _____

Line 2 _____

Line 3 _____

BAKER & TAYLOR

07/03/2024

Mr. Chuck Huff
The Village of North Palm Beach Library
NYT Lease Plan
303 Anchorage Drive
North Palm Beach, FL 33408

RE: Account #: F950949

Dear Mr. Huff:

Baker & Taylor has appreciated the opportunity to be your supplier for library books through our Book Leasing System. We sincerely hope services rendered in the past have been satisfactory.

At this time, we would like to offer for your consideration the renewal of your Book Leasing program. A renewal specifications form is enclosed for your convenience. Your library's current plan size is 40 quota per month. To renew your book leasing program, please sign and return the renewal form via fax to 1-877-460-6011, email to leasing@baker-taylor.com or mail to the following address:

BAKER & TAYLOR
BOOK LEASING SYSTEM
251 MT. OLIVE CHURCH RD.
COMMERCE, GA 30599

If you wish to make changes from the previous contract, please make the appropriate notation on the renewal form before returning it to us. The prompt return of the completed renewal form will prevent any lapse in your book leasing service. The Renewal Notice is not an invoice. Please do not submit payment without first returning your signed renewal form via fax or mail. Once your signed renewal is received, you will be invoiced on the first day of the month your contract begins.

Please feel free to contact our book leasing department any time we may be of assistance (800-775-3800). We consider it a privilege to serve your book leasing needs and look forward to continuing this service.

Sincerely,

Andrea Mayfield

Attachment

251 Mt. Olive Church Road
Commerce, GA 30599
tf 800-775-3800 ext. 2427
p 706-335-5000 ext. 2427
www.baker-taylor.com

BAKER & TAYLOR

Renewal Notice

BAKER & TAYLOR BOOK LEASING SYSTEM
251 MT. OLIVE CHURCH ROAD
COMMERCE , GA 30599-2300

To renew your Book Leasing Account, please make any changes necessary, then sign and return to Baker & Taylor Book Leasing System along with your purchase order, if applicable.

Service Inquiries: 800-775-3800 or FAX: 877-460-6011

RENEWAL AUTHORIZATION:

Chuck Huff/Village Manager
Name / Title (Please Print)

Chuck Huff
Signature

Please Confirm Phone Numbers
Phone (561) 841-3383
Fax (561) 848-2874

For Internal Use Only
Contract #: 010
Master #: 510840
Acct #: F950949
Territory ID: 414

Plan BV040 Beginning On: 10/01/2024 Ending On: 09/30/2025 **Total Contract Amt: $8,006.40**

Bill To: The Village of North Palm Beach Library
NYT Lease Plan
303 Anchorage Drive
North Palm Beach, FL 33408

Ship To: The Village of North Palm Beach Library
Nyt Lease Plan
303 Anchorage Drive
North Palm Beach, FL 33408

Service Requested:

	Book Plan
Monthly Quota Allowance	40
Annual Quota Allowance:	480

Quota Cutoff:

Cutoff:	$50.00
2nd Cutoff:	$999,999.99
3rd Cutoff:	$0.00

Management Report Sequence: (SAME)

- ☐ Author
- ☐ Title
- ☐ Ship Date
- ☑ Summary Only

Cataloging: (SAME)

- _____ Dewey/LC Subject Headings
- _____ LC/LC Subject Headings
- _____ Pocket on Front Flyleaf
- _____ Pocket on Back Flyleaf
- _____ Mylar Jacket Only
- _____ Machine Readable Cataloging Records

Payment Plan Chosen:

1. Monthly Payments of:
2. Quarterly Payments of:
3. Semi-Annual Payments of:
4. Annual Payments of: $8,006.40

-- 2% discount for annual payment of program within 60 days of invoice date
-- 1% discount for semi-annual payment of program within 30 days of invoice date
Credit card payments are not eligible for any prepay discount.

****PLUS TAXES WHERE APPLICABLE****

Invoicing Instructions:

1. Purchase order number, if applicable:

_____

2. Library systems only:

_____ Separate invoices by branch
_____ One combined invoice

Book Identification: (SAME)

Each book will have a white adhesive label that will readily identify it as a Baker & Taylor Lease Book. Please indicate below exactly how you wish your library name and address to appear on the label.

Line 1 _____

Line 2 _____

Line 3 _____

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

Form L

April 02, 2024

Baker & Taylor, LLC
Ms. Lee Ann Queen, Director – Pricing Services
3584 Old Maysville Road
Commerce, GA 30529

TERM CONTRACT #20004D

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for Books, New and Popular, Leased based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #20-004/KP in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 08/01/2024 through 07/31/2025, and has an estimated dollar value of $1,600,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Gilberto Garcia, Buyer at 561.616.6820 or ggarcia@pbcgov.org.

Sincerely,

Melody Thelwell
Director

c: Alicia Garrow, Director Library Finance and Administration
File

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Alternate Contract Source (ACS)
No. 55000000-23-NY-ACS
For
Books, Serials, Databases, and Library Resource Management Products

This Alternate Contract Source No. 55000000-23-NY-ACS Books, Serials, Databases, and Library Resource Management Products (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Baker & Taylor, LLC (Contractor), located at 2810 Coliseum Centre Drive, Suite 300, Charlotte, NC 28217, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the lead State of New York, competitively procured and executed No. PC69889, Books, Serials, Databases, and Library Resource Management Products (Master Contract), with the Contractor; and

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective March 22, 2023, and its term currently ends on August 31, 2027. The Master Contract has five years of renewals available. The Contract will become effective on April 1, 2023, or on the date signed by all Parties, whichever is later. The Contract will expire on August 31, 2027, unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions.

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement

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the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: ACS Additional Special Contract Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: Price Sheet
e) Exhibit D: Preferred Pricing Affidavit
f) Exhibit E: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:
Brittany Kiekieta
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-6904
Email: Brittany.Kiekieta@dms.fl.gov

Contractor's Contract Manager:
Lee Ann Queen
Baker & Taylor, LLC
2810 Coliseum Centre Drive, Suite 300
Charlotte, NC 28217
Telephone: (704) 219-4952
Email: Bids@baker-taylor.com

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5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

CONTRACTOR
Baker & Taylor, LLC

DocuSigned by:
Lee Ann Queen
A88E24D586924BA...

5/17/2023 | 3:37 PM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
5E91A9D369EB47C...

Pedro Allende, Secretary

5/18/2023 | 8:35 AM EDT

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A
ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

E. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

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Through utilization of the punchout catalog model, a Florida buyer will “punch out” to a supplier’s website. Using the search tools on the supplier’s Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier’s punchout catalog site and the shopping cart (full of Products) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department’s Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State’s fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department’s Contract

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Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

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2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit anymonthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

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5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in

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accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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EXHIBIT B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 20070 - Books, Serials, Databases, and Library Resource Management Products** **Classification Code(s): 55 & 83**
Award Number	:	**23260 (Replaces Awards 22868 & 23044)**
Contract Period	:	**March 22, 2023 to August 31, 2027**
Bid Opening Date	:	**May 31, 2022**
Date of Issue	:	**March 22, 2023 (Revised June 6, 2023)**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Katie Jezik Title : Contract Management Specialist Phone : 518-473-1069 E-mail : Katherine.jezik@ogs.ny.gov	**Procurement Services Customer Services** Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 23260 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED MAY 13, 2022.

This contract provides Authorized Users with a means of acquiring Books, Serials, Databases, and Library Resource Management Products and Services.

Lot 1 – Printed Publications and Non-Print Library Materials, including books, non-serial publications, print periodicals, non-print library materials, and related optional Products and services.
Lot 2 – Electronic Publications, including electronic periodicals, eBooks, streaming audio and video content, datasets, and related optional Products and services.
Lot 3 – Databases, including databases, subscription online resources, and related optional Products and services.
Lot 4 – Library Resource Management and Research Support Products, including holdings management products, electronic resource management systems, resource sharing or document delivery request systems, products designed to support the research and data needs of libraries, and related optional Products and services.

This Award has 0% MBE, 0% WBE, and 0% SDVOB goal requirements.

(continued)

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR ID#
PC69884	A to Z Books, LLC	81-5246779	1100217931
PC69885	ABDO Publishing	41-1699406	1000044840
PC69887	ALM Global, LLC	13-3273851	1000038916
PC69888	American Reading Company, Inc.	23-2965253	1000034881
PC69889	Baker & Taylor, LLC	87-3321348	1100286972
PC69890	Barnes & Noble Booksellers Inc.	13-4030389	1000046258
PC69891	Baum & Beaulieu Associates, Inc. dba BaumBooks	20-3856165	1000044342
PC69892	Bedford, Freeman & Worth Publishing Group, LLC	13-4047598	1100277980
PC69893	Bellwether Media Inc. dba Bellwether Media	54-2181319	1100272624
PC70054	Benchmark Education Company LLC	13-3996703	1100025074
PC69894	Bound to Stay Bound Books, Inc.	37-0439010	1000044797
PC69895	Brodart Co.	23-2248758	1000008909
PC69896	Cavendish Square Publishing LLC	46-1843778	1100095985
PC69897	CBM LLC dba Cherry Lake Publishing/dba Sleeping Bear Press	20-5654413	1100105824
PC69898	Cengage Learning, Inc.	59-2124491	1000009563
PC69899	Central Programs Inc dba Gumdrop Books	43-1057878	1000044854
PC69905	Children's Plus, Inc.	36-4078966	1100005432
PC69906	Complete Book and Media Supply, LLC	74-2852244	1100005453
PC69921	Coughlan Companies LLC dba Capstone	82-4045107	1100210642
PC69910	Cox Subscriptions, Inc. dba WT Cox Information Services	56-1352557	1000018262
PC69911	Delaney Educational Enterprises Inc.	82-1533684	1100193784
PC69912	EBSCO Information Services, LLC	63-6014186	1100277389
PC69960	Elsevier B.V.	98-0389477	1000056131
PC69913	Encyclopaedia Britannica, Inc.	36-2063569	1000040643
PC70055	Enformion LLC	94-3359257	1100274400
PC69914	Follett Content Solutions, LLC	87-1936353	1100285093
PC69915	Follett School Solutions, LLC	41-1426933	1100113853
PC69916	Gareth Stevens Publishing LLLP	27-0404519	1100104699
PC69918	Garrett Operating Company LLC dba Garrett Book Company	81-1079220	1100159732
PC69919	GL Group, Inc., dba Booksource	43-1018725	1100102035
PC69959	Greenwood Publishing Group LLC dba Heinemann	04-1456030	1100277979

(continued)

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR ID#
PC69920	Grey House Publishing, Inc.	13-3044945	1000026400
PC69922	Hertzberg-New Method, Inc. dba Perma-bound Books	37-1001726	1000009226
PC69923	IB Source, Inc.	33-1043797	1100273337
PC69924	Infobase Holdings Inc dba Infobase, Facts-On-File, Firsthand	13-3720604	1000026795
PC70056	InfoUSA Marketing, Inc. (A subsidiary of Data Axle, Inc.)	47-0794710	1000040828
PC69925	Ingram Library Services LLC	62-0673043	1100277601
PC69926	Insignia Software Corporation	98-0379116	1100275087
PC69928	JJP Consulting LLC dba JJP Books	82-5291738	1100240164
PC69929	John Wiley & Sons, Inc.	13-5593032	1000013590
PC69930	Lakeshore Learning Materials, LLC	87-2802658	1100276096
PC69931	Lee & Low Books Inc. dba Bebop Books	13-3599568	1100126193
PC69932	Lerner Publishing Group	41-0833899	1000044837
PC69933	LexisNexis Risk Solutions FL Inc.	41-1815880	1100007031
PC69934	License Monitor II, LLC	87-1354771	1100265889
PC69935	Mackin Book Company dba Mackin Educational Resources	41-1658426	1000017902
PC69936	Main Street Book Shop Inc.	13-2531130	1000043508
PC69937	Midwest Library Service, Inc.	43-0834505	1000009339
PC69938	Midwest Tape, LLC	37-1499686	1000009233
PC69939	MT Library Services Inc. DBA Junior Library Guild	59-3263895	1000009577
PC69940	Otto Harrassowitz GmbH & Co. KG	98-0423753	1000009840
PC69941	Perfection Learning Corporation	42-0895541	1000009325
PC69942	Prenax, Inc.	94-3342517	1100176364
PC69943	ProQuest LLC	52-1261256	1100281416
PC69947	Rainbow Books, Inc.	61-1846102	1100189966
PC69945	RELX Inc., dba LexisNexis, a division of RELX Inc.	52-1471842	1000004904
PC69946	Sage Publications Inc. dba SAGE Publishing	95-2454902	1000018802
PC69948	Scholastic Inc.	13-1824190	1000006121
PC69949	Superior Text LLC	84-1708761	1100170101
PC69950	Sussman Education Company, Inc.	11-2270606	1000024088
PC69951	Tel/Logic Inc. dba Textbook Central	11-2907068	1000011968
PC69952	Textbook Warehouse, LLC	20-2080039	1100024287
PC69953	The Penworthy Company LLC	81-2043142	1100210559
PC69954	The Rosen Publishing Group Inc.	13-3129750	1100001011
PC69955	West Publishing Corporation, dba West, a Thomson Reuters business	41-1426973	1000004857
PC69956	Whole Phonics Inc.	85-1701635	1100273430
PC69957	William S. Hein & Co., Inc.	16-0878492	1000007570

(continued)

For complete Contractor contract information and Pricing information for this Award, please see the Contractor Information page located on the OGS Website at:
http://online.ogs.ny.gov/purchase/spg/awards/2007023260Can.htm

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use which usually appear at the end of this document. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an Authorized User should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The Authorized User, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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ORDER OF PRECEDENCE:

The list of documents below addresses clarifications agreed to by the Contractor and the Office of General Services (OGS) and resolved by the parties and set forth herein in an order of precedence for the Contract award. The documents listed below were included in Solicitation 23260 or provided by the Contractor. Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1. Appendix A (October 2019), Standard Clauses for NYS Contracts (previously provided);
2. Contract Award Letter;
3. Clarifications to Bid documents dated May 13, 2022 (previously provided);
4. Solicitation #23260;
5. Appendix B (April 2016), General Specifications;
6. Attachment 1 – Pricing;
7. Attachment 4 – Insurance Requirements;
8. Appendix D – Federal Funding Agencies Mandatory Terms and Conditions;
9. Appendix C – Primary Security and Privacy Mandates;
10. Attachment 8 – Report of Contract Usage;
11. All other appendices and attachments to the Solicitation;
12. Contractor's Bid Prices for the Products and services awarded under the above-referenced contract number;
13. Contractor's Bid.

OVERVIEW:

This Contract is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for Books, Serials, Databases, and Library Resource Management Products as specified herein for all Authorized Users eligible to purchase through this Contract. References to the State and its Agencies or Non-State Agencies as Authorized Users under this Contract encompass and include all such entities within the definition of "Authorized User" set forth in State Finance Law §163(1)(k). Products for purchase by all Authorized Users are described in the Section titled *Scope*. Procurement Instructions describing requirements for Authorized Users to purchase from the Centralized Contract are found in the Section titled, *Procurement Instructions to Authorized Users*.

ESTIMATED QUANTITIES:

All quantities or dollar values listed within this Contract are estimates. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this contract award, based on historical purchases under previous awards, is approximately $130,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, *Estimated/Specific Quantity Contracts* and *Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under a Contract to vary substantially from the estimates. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.

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- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

In Procurement Service's experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual Contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates/historical values provided in this Contract.

DEFINITIONS:

Terms used in the Contract documents that have a capitalized first letter shall be defined in accordance with Appendix B, §2 *Definitions,* which is hereby incorporated by reference. The following definitions shall apply:

Term	Definition
Aggregator	A bibliographic service that provides online access to the digital full-text of library materials, including Periodicals, monographs, and media, published by different Publishers. See also, Database Publisher.
Authorized User Agreement	Authorized User Agreement shall mean the Purchase Order and/or such other documents memorializing the Contractor's obligations with respect to a given transaction issued by an Authorized User.
Back File Access	The ability to access information within a resource before a subscription period begins.
Business Day	Monday through Friday from 8:00 AM – 5:00 PM ET, excluding New York State and federal holidays.
Concurrent Users	Specified number of simultaneous End Users accessing an Electronic Publication or Database.
Concurrent Use License	Where licensing of Electronic Publications is based upon Concurrent Users, the Contractor shall obtain from the Publisher the right of the Authorized User to obtain license rights to the specified number of Concurrent Users actually executing the licensed programs, without reference to location or named End Users.
Continuing Directory	A list of people, companies, institutions, organizations, etc., in alphabetical or classified order, providing contact information (names, addresses, phone/fax numbers, etc.) and other pertinent details (affiliations, conferences, Publications, membership, etc.) in brief format, often published serially (not complete as first issued and intended to be ongoing, though not necessarily indefinitely).
Customization	Changes to the function, layout and/or appearance of a Database that does not alter the Database content.
Database	A large, regularly updated file of digitized information (bibliographic records, abstracts, full-text documents, directory entries, images, statistics, etc.) related to a specific subject or field, consisting of records of uniform format organized for ease and speed of search and retrieval and managed with the aid of Database management system (DBMS) software. Content is created by the Database producer who leases the content to one or more Database vendors that provide electronic access to the data after it has been converted to machine-readable form, using proprietary search software.

(continued)

Term	Definition
Database Publisher	Company that uses specialized techniques to generate documents from source data and provide to End Users through a Database. See also, Aggregator.
Electronic Publication	A work in digital form capable of being read or otherwise perceived, distributed to the public electronically. Includes electronic Journals and e-prints, electronic Magazines and Newspapers, electronic books, and websites. Some Electronic Publications are online versions of print Publications; others are born digital. Synonymous with e-publication.
End User	Shall mean those persons who are permitted by the Authorized User to have access to an Electronic Publication or Database.
Fair Use	Shall mean acceptable use under the Copyright Revision Act 1976 as amended subsequently provided that such rights are exercised in accordance with Sections 107 and 108 of the Act.
Full Text Database	Contains the complete text of any documents (e.g., books, Journals, Newspapers, Magazines).
Full Time Equivalent (FTE)	For State Agencies and Authorized Users not otherwise identified, the number of full-time employees shall be the number of FTEs; for a higher educational institution, it shall refer to the student enrollment expressed as the number of full-time students; for K-12 educational institutions, each student shall be considered one (1) FTE; for public libraries, the census population served shall be deemed to be the number of FTEs.
International Standard Book Number (ISBN)	A unique ten or thirteen-digit numerical commercial book identifier assigned to identify each edition or manifestation of a work.
International Standard Serial Number (ISSN)	A unique eight-digit standard number assigned by the International Serials Data System (ISDS) to identify a specific Serial title. The ISSN is usually given in the masthead of each issue or on the copyright page of each volume or part of a series. When a continuing resource undergoes a title change, a new ISSN is assigned.
Journal	A Periodical devoted to disseminating original research and commentary on current developments in a specific discipline, sub-discipline, or field of study, usually published in quarterly, bimonthly, or monthly issues sold by subscription. Journal articles are usually written by the person (or persons) who conducted the research. Longer than most Magazine articles, they almost always include a bibliography or list of works cited at the end.
Licensing Agreement	An agreement between an Authorized User and a Contractor for the use of a product, usually for a fixed period of time, in exchange for payment.
List Price	The undiscounted price at which a new Publication is offered for sale to the public, established by the Publisher at the time the edition is issued. The List Price is quoted in the Publisher's catalog and printed on the front flap of the dust jacket in hardcover editions and usually on the back cover in softcover editions. Discounts offered to libraries, booksellers, and jobbers are computed as a percentage off List Price. Synonymous with published price, suggested retail price, and sticker price.

(continued)

Term	Definition
Magazine	A popular interest Periodical usually containing articles on a variety of topics, written by various authors in a nonscholarly style. Most Magazines are heavily illustrated, contain advertising, and are printed on glossy paper. Articles are usually short (less than five pages long), frequently unsigned, and do not include a bibliography or list of references for further reading. Most Magazines are issued monthly or weekly for sale at newsstands, in bookstores, and by subscription.
MWBE	A business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.
N/A	A common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.
National Public Entities	Defined as State Governments, the Federal Government, Local Governments, cities, towns, school districts, libraries, police and fire departments, and other political subdivisions.
Net Price	List Price less all applicable discounts or inclusive of Service Charges; the price paid by Authorized Users of the resultant Contract.
Newspaper	A Serial Publication, issued daily, on certain days of the week, or weekly, containing news, editorial comment, regular columns, letters to the editor, cartoons, advertising, and other items of current and often local interest to a general readership.
NYS Holidays	Legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year's Day; Dr. Martin Luther King, Jr. Day; Washington's Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; and Christmas Day.
NYS Vendor ID	Refers to the unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.
Optional Products and Services	Refer to supplementary Products and services that enhance or support the provision of library materials identified to be within scope. This may include stamps; call numbers or routing labels; barcoding; security strips; processing of library materials or Journals, including affixing date and property; shipment consolidation, and MARC (Machine-Readable Cataloging) records and updates.

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Term	Definition
Periodical	A Serial Publication with its own distinctive title, containing a mix of articles, editorials, reviews, columns, short stories, poems, or other short works written by more than one contributor, issued in softcover more than once, generally at regular stated intervals of less than a year, without prior decision as to when the final issue will appear. Although each issue is complete in itself, its relationship to preceding issues is indicated by enumeration, usually issue number and volume number printed on the front cover. Content is controlled by an editor or editorial board. Includes Magazines sold on subscription and at newsstands; Journals, sold on subscription and/or distributed to members of scholarly societies and professional associations; and newsletters, but not proceedings or the other regular Publications of corporate bodies as they relate primarily to meetings.
Preferred Source Products	Those Products that have been approved in accordance with New York State Finance Law § 162.
Preferred Source Program	The special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision ("Corcraft"); New York State Preferred Source Program for People Who Are Blind ("NYSPSP"); and the New York State Industries for the Disabled ("NYSID"). These requirements apply to State Agencies, political subdivisions and public benefit corporations (including most public authorities).
Procurement Services	Business unit of OGS, formerly known as New York State Procurement ("NYSPro") and Procurement Services Group ("PSG").
Publication	Refers to a work capable of being read or otherwise perceived (e.g., book, audio recording, video recording, etc.), issued by a Publisher for sale to the general public, usually in multiple copies and sometimes in multiple editions.
Publisher	A person or corporate entity that prepares and issues digital or print materials for public sale or distribution, normally on the basis of a legal contract in which the Publisher is granted certain exclusive rights in exchange for assuming the financial risk of publication and agreeing to compensate the author, usually with a share of the profits.
Request For Quotation (RFQ)	As defined in Section 2 of Appendix B.
Subject Specific Database	This includes information from academic or scholarly Journals and trade or professional Publications.
Serial	Publication in any medium issued under the same title in a succession of discrete parts, usually numbered (or dated) and appearing at regular or irregular intervals with no predetermined conclusion. Serials may be purchased individually, in combination with other titles, or as large collections of titles (particularly when purchased electronically).

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Term	Definition
Server	Shall mean the computer system(s) on which Electronic Publications or Databases reside and through which End Users gain access to the Electronic Publications or Databases.
Service Charge	A fee charged by a Subscription Agent for filling orders for Periodical subscriptions, usually 5 to 10 percent of the total annual amount paid by the library for subscriptions.
SDVOB	A NYS-certified Service-Disabled Veteran-Owned Business.
Subscription Agent	A company in the business of providing centralized Serial subscription or Database Access services to Authorized Users such as libraries to relieve them of the time-consuming task of dealing with Publishers individually.
Trade Book	An edition produced by a trade publisher in hardcover and/or paperback publisher's binding for sale to quality booksellers and libraries. Trade editions are published for the general reader, rather than a specific segment of the market.

In addition to the above definitions, the following terms are defined as follows regardless of whether they are or are not capitalized:

May	Denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also, see “Should”.
Must	Denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also, see “Shall.”.
Shall	Denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also, see “Must.”.
Should	Denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also, see “May”.

SCOPE:

These Contracts are to provide Authorized Users with a means of acquiring Books, Serials, Databases, and Library Resource Management Products.

This Solicitation contains a total of four (4) Lots:
Lot 1 – Printed Publications and Non-Print Library Materials
Lot 2 – Electronic Publications
Lot 3 – Databases
Lot 4 – Library Resource Management and Research Support Products

Lot 1 - Printed Publications and Non-Print Library Materials

1. Books and Non-Periodical Serial Publications, including, but not limited to: domestic and foreign Publications; textbooks; books in print; books out-of-print; pre-bound books; Braille books; Large print books; rare books; legal books and materials; business/economics/finance books; social science/humanities books; science/engineering books; medical books; academic books; encyclopedias; continuations; ephemeral Publications; pamphlets (bound and unbound); government documents; annuals (reports, yearbooks, etc.); Continuing Directories; proceedings and transactions; numbered and unnumbered monographic series and sets; musical scores; and sheet music. Print materials may be purchased via blanket order or standing order. Printed Publications may be bundled with Electronic Publications if the Contractor has been awarded both Lots 1 and 2.

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2. Print Periodicals, including, but not limited to: Newspapers, Magazines, and Journals. Print materials may be bundled with electronic materials if the Contractor has been awarded both Lots 1 and 2.

3. Non-Print Library Materials, including, but not limited to: abridged and unabridged audiobooks, CD/DVD and MP3/MP4 format; microforms; DVD and Blu-ray (i.e., motion pictures, videos); compact discs; CD-ROMs (no online services); microcomputer software (educational); maps/globes/atlases/charts; video games; and audio visual materials.

4. Related Optional Products and Services, including supplementary value-added services, such as: cataloging and processing (including shelf-ready items); stamps; call numbers; routing labels; spine labels; barcode labels; security strips; Machine-Readable Cataloging (MARC) records and updates; binding and rebinding; shipment consolidation; mylar covers; due date slip/circulation cards and pockets; and reading program labels.

Lot 2 - Electronic Publications

1. Electronic Periodicals, including, but not limited to: Newspapers; Magazines; Journals; and Journal packages. Electronic materials may be bundled with print materials if the Contractor has been awarded both Lots 1 and 2.

2. eBooks, including, but not limited to: subscription-based and perpetual access purchases. eBooks may be purchased via blanket order or standing order. Electronic Publications may be bundled with Printed Publications if the Contractor has been awarded both Lots 1 and 2.

3. Streaming Audio and Video Content, including, but not limited to: subscription-based, time-defined license, and perpetual access purchases.

4. Datasets.

5. Related Optional Products and Services, including supplementary value-added services, such as: cataloging and processing; Machine-Readable Cataloging (MARC) records and updates; and hosting fees.

Lot 3 - Databases

1. Databases and Subscription Online Resources, including, but not limited to: Full-Text Databases; abstracting & indexing Databases; numeric Databases; general interest Databases; Subject Specific Databases and online resources; Database files; eBook databases; streaming audio and video Databases; and subscription online resources offering library subscriptions.

2. Related Optional Products and Services, including supplementary value-added services, such as: hosting fees, Database Customization, or Machine-Readable Cataloging (MARC) records and updates.

Lot 4 - Library Resource Management and Research Support Products

1. Holdings Management Products, including, but not limited to: Integrated Library Systems; Library Services Platforms; Discovery tools; and cataloging subscriptions.

2. Electronic Resource Management Systems, including, but not limited to: authentication systems and link resolvers; Electronic Resource Management (ERM) tools; Serials and scholarly Publication ranking services and Publication management systems; systems to manage and feature Publications, including repositories, scholarly management solutions, and faculty Publication profile management solutions; usage and analysis tools; and A-Z lists.

3. Resource Sharing or Document Delivery Request Systems, Providers, and Networks.

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4. Products designed to facilitate efficient delivery of library services and to support the research and data needs of libraries.

5. Related Optional Products and Services, including supplementary value-added services, such as: enhanced support and hosting fees.

PROCUREMENT INSTRUCTIONS TO AUTHORIZED USERS:

The Contracts are centralized Contracts issued under a multiple-award structure. Products offered under the Contracts, pricing, and other Contract information are posted to the OGS website or the awarded Contractors' dedicated NYS websites. Authorized Users shall procure Products that best meet their form, function and utility requirements.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

1. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities of Preferred Source suppliers such as Correctional Industries (Corcraft), NYS Preferred Source Program for People Who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID) when such commodities meet the form, function and utility of the Authorized User.

2. Where products are not available from Preferred Source suppliers in the form, function and utility required by the Authorized User, Authorized Users shall purchase from the centralized Contracts awarded under this Solicitation. The basis for selection among multiple contracts at the time of purchase shall be the most practical and economic alternative and shall be in the best interests of the State. Therefore, Authorized Users should obtain quotes from at least three (3) Contractors prior to issuing a Purchase Order for contract purchases to ensure that the Authorized User is receiving the best possible pricing. When soliciting RFQs from Contractors or submitting Purchase Orders, Authorized User should specify any federal and state laws, rules and regulations, policies, standards, and guidelines that the Contractor is required to comply with under a resultant purchase pursuant to Appendix C, Primary Security and Privacy Mandates.

3. When placing orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should hold the Contractor accountable for Contract compliance and meeting the Contract terms, conditions, specifications, and other requirements. Any federal and state laws, rules and regulations, policies, standards, and guidelines that the Contractor is required to comply with pursuant to Appendix C, Primary Security and Privacy Mandates, should be specified in the Authorized User Agreement. Additionally, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible.

   Authorized Users have the responsibility to document purchases which should include:
   - Statement of need and associated requirements;
   - Obtaining all necessary prior approvals;
   - A summary of the Contract alternatives considered for the purchase; and
   - The reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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4. Authorized Users will issue Purchase Orders directly to the Contractor, specifying any shipping/delivery requirements and/or Statements of Work (if applicable).

5. Upon Authorized User acceptance of Products itemized on the Purchase Order, Contractor will invoice Authorized User for any portion of Products accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products.

6. *Pursuant to Product Performance Requirements, Contractor is required to disclose any forms, "click-through", "shrink wrap" or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Authorized User should review such information during the RFQ process or prior to ordering Products and services. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services. Any additional licensing terms agreed to by the Authorized User shall not conflict with Appendix A, this Solicitation, any resultant Contract, or Appendix B. Any such conflicting terms shall be void and unenforceable.*

PRICE:

Price shall include all customs duties and charges and shall be net, F.O.B. destination to any point in New York State as designated by the Authorized User and shall include all transportation charges and inside delivery for printed Publications. Upon mutual agreement, delivery locations may be expanded per the "*Extension of Use*" clause.

The Contractor's price should include all costs associated with selling the product. No shipping charges are allowed EXCEPT on printed foreign Publications shipped directly to the Authorized User from an address outside the 48 contiguous US states including the District of Columbia. Foreign shipping costs shall be prepaid by the Contractor and added to the invoice and all such orders shall be shipped on F.O.B. destination by the most economical method. Contractor shall be required to quote shipping costs for foreign Publications upon request by the Authorized User prior to order placement. There shall be no increase in Contract prices for freight, shipping (foreign shipments excepted as noted above), fuel or other surcharges, FPT (Freight Pass Through), etc. during the term of the Contract.

Authorized Users may be charged additional fees, which include licensing fees, platform fees, etc. in excess of the base subscription fee for Electronic Publications. However, any additional fess shall only be those charges passed on by the Publishers and shall not include any additional fees charged by the Contractors for such services. The Authorized User must be notified of all such fees at the time of purchase. Fees that are not told to the Authorized User at the time of purchase shall be paid by the Contractor.

Contractor's pricing information is included in the posted Pricelist linked from the Contractor Information page.

VOLUME DISCOUNTS:

Contractor may offer volume discounts using the thresholds listed on each Contractor's Information Page.

PREPAYMENT PLAN DISCOUNTS:

Contractor may offer Prepayment Plan Discounts using the thresholds listed on each Contractor's Information Page.

PROMPT PAYMENT DISCOUNTS:

Contractor may offer prompt payment discounts at the transaction level. Please refer to the Contractor's Information Page.

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MINIMUM ORDER:

The minimum order for Lot 1 items on this Contract shall be $100.00. Contractor may elect to honor orders for less than the minimum order; however, no additional charges shall be allowed. There is no minimum order requirement for Lots 2, 3, or 4.

PURCHASING CARD:

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

ORDERS:

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

WEB-BASED ORDERS:

The State encourages the Contractor to establish and maintain a dedicated NYS website specifically for the resulting Contract that has a web-based ordering system with the capability of receiving electronic orders from over 5,000 Authorized Users via the internet. The web-based ordering system shall have full order inquiry capabilities and shall acknowledge receipt of an Authorized User's order. Contractor shall be required to post a copy of Contract Pricing, in both Excel and PDF formats on the website. The website link(s) will be listed under the Contractor information on the OGS website. The Contractor's website will be the responsibility of the Contractor to maintain and keep updated. The State reserves the right to request demonstrations of the Contractor's website.

The web-based ordering system should be capable of controlling, documenting, and reporting on the following minimum data elements:

- Contractor Name and Address
- Contract Number
- Ordering Agency/Facility/Political Subdivision, etc. and Address
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- Delivery Location
- Delivery Instructions
- Stock Number
- Manufacturer
- Description
- Unit of Measure
- List Price (unit)
- Net Price (unit)

PRODUCT DELIVERY:

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product.*

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BACKORDERING:

Backordering shall be permissible only when authorized by the ordering Authorized User. Contractor shall make commercially reasonable efforts to complete orders within the guaranteed delivery period offered.

PACKING SLIPS:

A legible packing slip and/or Purchase Order copy must accompany each shipment of printed Books and Non-Print library materials. The carton containing packing slip must be so marked.

LABELING

Number of packages in a single shipment of printed Books and Non-Print library materials must be marked on outside of each carton. Purchase Order numbers, where required by the ordering Authorized User, must appear on the outside of each carton delivered.

RETURNS AND EXCHANGES:

In addition to the provisions of Appendix B, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Contractor shall make commercially reasonable efforts to replace Products within 10 Business Days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the Net Price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

INVOICING AND PAYMENT:

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The invoice must include detailed line-item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- NYS Vendor ID
- NYS Contract Number
- Authorized User name
- Authorized User's Purchase Order Number (if applicable)
- Description of Products and Services
- Invoice Date
- Invoice Number
- Unit Price(s)
- Invoice Amount
- Payment terms being offered, if other than Net 30
- Any other information or substantiating documentation the Authorized User may reasonably require.

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of

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varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: https://bsc.ogs.ny.gov/nys-vendors.

Printed and Electronic Serials Invoicing and Payments

The following terms and conditions apply to Printed and Electronic Serials Products:

1. The Contractor may offer an early prepayment discount. Annually, the Contractor shall specify the percentages of discount offered and the deadlines for early payment. Subscriptions may be prepaid for up to three years for Authorized Users legally empowered to make advance payments.
2. The Contractor shall provide annual renewal invoice(s) and indicate if such invoices are available electronically.
3. The Contractor shall provide supplemental invoices for “bill as” published titles, for “bill later” titles, for new orders, etc., based on agreement with Authorized User.
4. The Contractor shall provide up to three copies of all invoices if requested by an Authorized User.
5. Increases in subscription price shall be allowed if correction in cost is required due to Publisher’s change in price.
6. Decreases in subscription price shall be refunded or credited, as specified, to the Authorized User promptly.
7. The Contractor shall, upon request from the Authorized User, provide proof of Publisher List Prices and increases or decreases in Publisher List Prices for specific titles.
8. Additional fees which are passed on by the Publishers, e.g., licensing fees, shall be listed separately on invoices.

Optional

If available and/or possible, Contractor to advise Authorized Users if the following may be provided:

1. Authorized User fund code.
2. Information indicating if charge is for a renewal or new order.
3. Information identifying “bill later” or “bill as” published titles.
4. On supplemental invoices, the original invoice number.
5. Availability of title in electronic format.
6. Customized Invoicing.

Claims

1. The Contractor shall be responsible for claiming all issues reported as not received or received damaged or defective by the Authorized User.
2. The Contractor shall promptly process claim notices in a timely manner not to exceed the claim period permitted by the Publisher.
3. The Contractor shall provide claim reports no less frequently than bimonthly.
4. Claim reports shall provide the following information:
    a. Date of claim report.
    b. Title(s) being claimed.
    c. Issue(s) being claimed.
    d. Date(s) of prior claim(s).
    e. Publisher's response, if any.
5. The Contractor may accept and respond to claims by U.S. mail, facsimile, electronic mail, courier service, or online.

Conversion to New Contractor by Authorized Users

1. Renewal orders requested by Authorized Users shall be placed at least two months before expiration of current subscriptions.
2. If an interruption in service results from a change in a Contractor, any issues not received shall be obtained by the Contractor who received payment for that period at no additional

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cost to the Authorized User. Delivery to the Authorized User shall be made by the original Contract delivery and at no extra cost to the Authorized User.

3. If duplicate issues are received because of a change in Contractors and the Publisher required their return, the Contractor shall be responsible for resolving the problem and shall absorb any associated costs.

Reports

1. The Contractor may send the Authorized User a monthly statement showing the date and amount of each outstanding invoice and credit memorandum.
2. The Contractor shall notify the Authorized User of title changes and discontinued titles and provide information on titles that are slow, delayed, or irregular, either as they occur or on a monthly basis.
3. At the Authorized User's request, the Contractor shall provide a printed customized list of titles arranged alphabetically or according to specifications defined by the Authorized User.
4. Upon request, the Contractor may be required to provide the Authorized User with a price analysis report showing a 1–3-year Publisher List Price comparison of titles ordered. This report can be arranged by title, country of publication, or by codes defined by the Authorized User.
5. If available, Contractor may provide an industry-wide summary of statistical data and analyses.
6. Upon request, the Contractor shall provide a report showing changes in Publisher subscription periods, quantities ordered, and Publishers' new requirements.

All reports between the Contractor and the Authorized User shall be in writing and may be electronically transmitted.

CANCELLATION OF PURCHASE ORDERS FOR PRINTED PUBLICATIONS:

Cancellation of orders in part or whole for unavailable materials or for “out of stock,” “out of print,” and “not yet published” Publications shall be made by means of appropriate notations and adjustments on orders returned by Contractor to the Authorized User. Contractors shall make no shipments of canceled materials except on the basis of a new order. Titles not supplied by the Contractor may be purchased from any other Contract source.

CONTRACT PRICELIST UPDATE PROCEDURES:

Contractor may update their pricelist as follows**:**

Commencing with the first-anniversary date of the Bid opening, and annually thereafter, the Contractor may update the pricelist to reflect Contractor price changes and the addition/deletion of Products and services.

The Contractor shall provide OGS with one electronic copy of the updated pricing. No Price Updates will be granted to any Contractor who has outstanding Sales Reports, Proof of Insurance or any other documentation that is required under the Contract.

Contractors shall be permitted to reduce their pricing at any time during the contract term.

Any new Products and services added to pricelists shall have a discount structure consistent with existing Products and services on the Contractor’s pricelist that are comparable in scope. Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users or posting to the Contractor’s dedicated New York State website. The State reserves the right to request copies of existing contracts or pricelists to ensure that the prices offered to the State are reasonable and commensurate with similar purchasers.

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All approved pricelist updates shall apply prospectively upon approval by OGS. Total price increases for pricelist updates in a single year of the Contract shall not exceed the escalation cap as set forth in the *Maximum Price Increase/Escalation Cap* subdivision, below. All percentage discounts shall either remain firm (unchanged) or they may increase for the duration of the Contract.

If new Products and services are to be added, the Contractor must demonstrate that the Products and services meet the scope as defined in the Scope and that Products and services will be delivered at a reasonable price as determined by OGS Procurement Services. “Reasonable prices” may be determined by reviewing percentage discounts and Net Prices offered to GSA, NASPO, prices on any previously awarded NYS Contract, pricing offered by other Contractors, contracts with other state or government entities, etc. Discount(s) on the Products and services must be equal to or better than those currently offered on Products and services similar in scope.

Pricelist Format

Contractor is required to submit Contract pricelist updates electronically in an unprotected Microsoft Excel (2016 or lower version) spreadsheet on USB flash drive or via e-mail to the OGS Procurement Services contract administrator. The pricelist must be dated, and the format shall be consistent with the format of the Contractor’s approved Contract pricelist. The pricelist shall separately include and identify (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts):

- Price increases;
- Price decreases;
- Products being added; and
- Products being deleted.

Contractor’s Submission of Contract Updates

In connection with any Contract pricelist update, OGS reserves the right to:

- Request additional information;
- Reject Contract updates;
- Remove Products from Contracts;
- Remove Products from Contract updates; and
- Request additional discounts for new or existing Products.

Maximum Price Increase/Escalation Cap

In a single year of the Contract, the maximum price increase for each individual item on contract shall not exceed the percent increase in the latest available National Consumer Price Index - All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items Less Food and Shelter (Series Id: CUUR0000SA0L12); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI data may be obtained at www.bls.gov.

The following example illustrates the computation of percent change:

CPI for current period	235.000
Less CPI for previous period	225.000
Equals index point change	10.000
Divided by previous period CPI	225.000
Equals	0.044
Result multiplied by 100	0.044 x 100
Equals percent change	4.4

The “CPI for current period” shall be the index in effect at the time the Contract pricelist update request is received; “CPI for previous period” shall be the index in effect when the Contract pricelist was last updated. Increases are not cumulative. Price increases are limited to the prior year prices only.

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Cover Letters

All Contract pricelist updates shall be accompanied by a cover letter describing the nature and purpose of the update (e.g., update requested to reflect a recently approved GSA Schedule or WSCA Contract pricing update, to add/delete Products, etc., subject to any applicable caps).

PRICE STRUCTURE:
If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, Savings/Force Majeure.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 Business Days written notice mailed to the Contractor.

BEST PRICING OFFER:
During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause

PRODUCT PERFORMANCE REQUIREMENTS:

A. Lot 1 – Printed Publications and Non-Print Library Materials

1. Print Books and Non-Print Library Materials Product/Performance Requirements
   a. General:
      Contractors offer various types of books, Non-Print library materials, and related services as set forth in *Scope*. Bindings are to meet or exceed requirements established by the National Information Standards Organization (NISO) and the Library Binding Committee (LBC) of the Book Manufacturers' Institute (LBC). The latest library standard issued by NISO and LBC is ANSI/NISO/LBI Library Binding Standard, Z39.78-2000 (R2018), unless otherwise amended. This standard is available at http://www.niso.org/publications/z3978-2000-r2018. Cloth bindings for hardcover Publications shall be the Publisher's standard binding. Library bindings for hardcover Publications shall be reinforced and include reinforced juvenile Publications.

      Contractor must identify services and costs, which must be expressed in specific monetary amounts. Contractors must include any additional service pricing that may apply.

   b. Substitutions:
      Substitutions and/or additions of titles or editions shall not be permitted without prior written authorization from the ordering Authorized User. All unauthorized substitutions and/or additions shall be returned to the Contractor at the Contractor's expense. Contractor is expected to furnish the total number of copies of any one individual title in one shipment and to fill orders for multi-volume sets in one shipment to the extent possible; however, it is permissible to ship large-volume orders from publishers in batches as they are received from the publisher.

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c. Cancellation of Purchase Orders:
Cancellation of orders in part or whole for unavailable materials or for “out of stock,” “out of print,” and “not yet published” Publications shall be made by means of appropriate notations and adjustments on orders returned by Contractor to the Authorized User. Contractors shall make no shipments of canceled materials except on the basis of a new order. Titles not supplied by the Contractor may be purchased from any other Contract source.

d. Status Report:
A statement for each shipment must be provided to include a listing of unavailable products and/or a listing of titles out of print (OP), titles out of stock indefinitely (OI), titles out of stock temporarily (OS) and titles not to be supplied for other reasons. Statements may be provided in either hardcopy or digital form via email.

2. Print Periodicals Performance Requirements
   a. Orders, Renewals, and Cancellations:
      i. Subscriptions shall begin on the date specified in Contractor’s order forms, based on date of submission by Authorized User and Contractor’s processing date.
      ii. The Contractor shall notify the Authorized User as soon as possible but no later than thirty (30) calendar days if unable to supply a new order. Contractor shall also provide a reasonable explanation in writing for non-fulfillment.
      iii. The Contractor shall provide address, Publication, merger, and title change services, etc.
      iv. The Contractor shall make arrangements with Publishers for all regularly purchased subscription orders and renewals within sufficient time to avoid any interruption in receipt of issues.
      v. The Contractor shall cancel subscriptions as requested by the Authorized User and shall issue a credit if allowed by the Publisher.
      vi. The Contractor shall provide pro-rated refunds or substituted titles for titles that cease publication prior to expiration if provided by the Publisher. OGS reserves the right to resolve any issues that may arise between an Authorized User and the Contractor with regards to refunds or substituted titles.
      vii. The Contractor shall provide a common expiration date for subscriptions (if requested by the Authorized User) unless prohibited by the Publisher.
      viii. At the Authorized User’s request, the Contractor shall renew subscriptions automatically on a date selected by the Authorized User; or at the option of the Authorized User, shall provide a list of titles to be renewed by the Contractor for the Authorized User's approval prior to the issuance of the annual renewal invoice. Authorized Users may change automatic renewal status at any time and for no additional charge.
      ix. The Contractor may provide two or three-year renewal periods but must at a minimum offer a one-year renewal period. Renewal periods may survive the expiration of this Contract, with the terms and conditions of this Contract applying to the renewal periods.
      x. The Contractor may enter orders for back files, special issues, supplements, extra volumes, and cumulative indexes, if requested to do so by the Authorized User.
      xi. All orders, renewals, and cancellations between the Contractor and the Authorized User shall be in writing or shall be electronically transmitted.
      xii. In lieu of individual order forms, Contractor shall be able to accept a purchase or letter order to which is appended a list of titles.
      xiii. Multi-Year Licenses: Contractor may offer multi-year licenses.

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b. Contractor Licensing Terms and Conditions:
If Licensing Agreement, shrink-wrap or click-wrap agreements are associated with Printed Publications and Non-Print Library Materials, it is the responsibility of the Contractor to offer only those Printed Publications and Non-Print Library Materials that satisfy the license terms and conditions of the Solicitation. License terms that conflict with the terms of Appendix A, Appendix B, this Solicitation, or any resultant Contract shall not be enforceable.

Contractor must disclose any forms, “click-through”, “shrink wrap” or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the RFQ process or prior to ordering. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.

B. Lot 2 - Electronic Publication Performance Requirements

1. Authorized User Access to Electronic Publications:
   a. Access: Access to the Electronic Publications by Authorized Users shall be either via electronic media or the Internet. If access is provided via the Internet, the Contractor shall ensure that the Electronic Publications are highly stable and usable (including average response time of less than 5 seconds, and uptime, except for scheduled maintenance, of 99%), and shall ensure that the Web Server(s) is (are) fully capable of serving Authorized Users. Access shall be controlled by Internet Protocol (IP) addresses, passwords, or other appropriate authentication technology. Contractor must notify Authorized Users at least 48 hours prior to scheduled maintenance that interrupts End User access.
   b. If the license rights are based on a named user model, an Authorized User will prepare and submit to the Contractor a list of End Users that shall include name, address, and contact information.
   c. License Scope: The Contractor and the State agree that the license for the Electronic Publications shall be governed as set forth below:
      i. Authorized User is granted a non-exclusive, transferable, term license to access and use the Electronic Publications in accordance with this Contract. The license term for the Electronic Publications license shall commence upon the License Effective Date and may survive the expiration of this Contract, with the terms and conditions of this Contract applying throughout the license term.
      ii. It shall be the obligation of the Authorized User to review and comply with the terms and conditions of the Licensing Agreement if one is required by the Publisher to use the Electronic Publication or electronic content to the extent that they do not conflict with the terms of Appendix A, Appendix B, this Solicitation, or any resultant Contract.
      iii. Permitted License Transfers: As Authorized User’s business operations may be altered, expanded or diminished, Electronic Publication licenses may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Authorized Users and/or their End Users (“permitted license transfers”). Contractor shall have the discretion to issue new login credentials when a license transfer takes place.
      iv. Concurrent Use License: Where licensing of Electronic Publications is based upon “Concurrent Users,” Contractor hereby grants license rights to the specified number of Concurrent Users actually executing the licensed programs, without reference to location or named End Users (hereinafter “Concurrent Users”).
      v. Multi-Year Licenses: Contractor may offer multi-year licenses.

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2. Contractor's Performance Obligations:

a. The Contractor will provide and maintain help files and other appropriate user documentation for the Electronic Publications to be accessible to all Authorized Users free of charge.
b. The Contractor will offer reasonable levels of continuing support to assist Authorized Users and their End Users in their use of the Products. Contractor will make its personnel available by email, phone or fax during regular Business Days.

3. Authorized User Performance Obligations:

Authorized Users acknowledge that the copyright and title to the information content and organization of the Electronic Publications are and remain with the Publisher. Authorized User shall use reasonable efforts to inform its End Users and walk-in patrons of any restrictions on the use of the Electronic Publications. Authorized User shall use reasonable efforts to protect the Electronic Publications from any use that is not permitted under this agreement. Authorized Users and/or End Users may make all use of the Electronic Publications as is consistent with the Fair Use Provisions of United States and international copyright laws and the Bidder's/Contractor's terms and conditions for use of its online services, provided they do not conflict with the terms of Appendix A, the Solicitation or any resultant Contract, or Appendix B. Additionally, the Electronic Publications may be used as follows:

a. Authorized Users and End Users may display, download, copy and/or print portions of the Electronic Publications for use in research, education, or other non-commercial purposes.
b. Authorized Users and End Users may use a reasonable portion of the Electronic Publications in the preparation of educational materials.
c. Authorized Users may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Authorized Users agree to maintain records respecting End User's use of materials in such Interlibrary Loan and to provide such records to the Contractor upon request.

4. Electronic Periodicals Performance Requirements

a. Orders, Renewals, and Cancellations:
   i. Subscriptions shall begin on the date specified in Contractor's order forms, based on date of submission by Authorized User and Contractor's processing date.
   ii. The Contractor shall notify the Authorized User as soon as possible but no later than thirty (30) calendar days if unable to supply a new order. Contractor shall also provide a reasonable explanation in writing for non-fulfillment.
   iii. The Contractor shall provide address, Publication, merger, and title change services, etc.
   iv. The Contractor shall make arrangements with Publishers for all regularly purchased subscription orders and renewals within sufficient time to avoid any interruption in receipt of issues.
   v. The Contractor shall cancel subscriptions as requested by the Authorized User and shall issue a credit if allowed by the Publisher.
   vi. The Contractor shall provide pro-rated refunds or substituted titles for titles that cease publication prior to expiration if provided by the Publisher. OGS reserves the right to resolve any issues that may arise between an Authorized User and the Contractor with regard to refunds or substituted titles.
   vii. The Contractor shall provide a common expiration date for subscriptions (if requested by the Authorized User) unless prohibited by the Publisher.
   viii. At the Authorized User's request, the Contractor shall renew subscriptions automatically on a date selected by the Authorized User; or at the option of the Authorized User, shall provide a list of titles to be renewed by the Contractor for the Authorized User's approval prior to the issuance of the annual renewal invoice. Authorized Users may change automatic renewal status at any time and for no additional charge.

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ix. The Contractor may provide two or three-year renewal periods but must at a minimum offer a one-year renewal period. Renewal periods may survive the expiration of this Contract, with the terms and conditions of this Contract applying to the renewal periods.
x. The Contractor may enter orders for back files, special issues, supplements, extra volumes, and cumulative indexes, if requested to do so by the Authorized User.
xi. All orders, renewals, and cancellations between the Contractor and the Authorized User shall be in writing or shall be electronically transmitted.
xii. In lieu of individual order forms, Contractor shall be able to accept a purchase or letter order to which is appended a list of titles.
xiii. Multi-Year Licenses: Contractor may offer multi-year licenses.

b. Specific Restrictions on Use of Electronic Publications:

Authorized User may not utilize the Electronic Publications for commercial purposes, including but not limited to the sale of the Electronic Publications, fee-for-service use of the Electronic Publications, or bulk reproduction or distribution of the Electronic Publications in any form; nor may Authorized User impose special charges for use of the Electronic Publications beyond reasonable printing or administrative costs.

c. Contractor Licensing Terms and Conditions:

If Licensing Agreement, shrink-wrap or click-wrap agreements are associated with Electronic Publications, it is the responsibility of the Contractor to offer only those Electronic Publications in electronic format that satisfy the license terms and conditions of this Award. License terms that conflict with the terms of Appendix A, Appendix B, the Solicitation, or any resultant Contract shall not be enforceable.

Contractor must disclose any forms, “click-through”, “shrink wrap” or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the RFQ process or prior to order. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.

C. Lot 3 - Database Performance Requirements

1. System Availability:
Databases shall be functional at least 99% of the time

2. Scheduled Maintenance:
Contractor must notify Authorized Users at least 48 hours prior to scheduled maintenance that interrupts End User access to Databases. OGS requests that scheduled maintenance NOT be performed during normal Business Days.

3. Contractor’s Performance Obligations:
a. The Contractor will provide and maintain help files and other appropriate user documentation for the Databases to be accessible to all Authorized Users free of charge.

b. The Contractor will offer reasonable levels of continuing support to assist Authorized Users and their End Users in their use of the Products. Contractor will make its personnel available by email, phone, or fax during regular Business Days.

c. Multi-Year Licenses: Contractor may offer multi-year licenses.

d. Contractor Licensing Terms and Conditions:

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If Licensing Agreements, shrink-wrap or click-wrap agreements are associated with Database purchases, it is the responsibility of the Contractor to offer only those Databases that are within the scope of this Award and that satisfy the terms and conditions of the Award.

Contractor must disclose any forms, “click-through”, “shrink wrap” or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the RFQ process or prior to order. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.

If Contractors have terms or fees associated with Databases, including, but not limited to, Back File Access or Database Customizations (changes to the function, layout, and/or appearance of a Database which does not alter the Database content), Contractor shall include the pricing methodology and Net Price on their price list. Any such fees shall be listed separately on invoices.

Upon termination of the Contract, all terms and conditions shall survive in accordance with their terms as to procurements made or individual licenses granted to Authorized Users prior to such termination.

Terms that conflict with the terms of Appendix A, the Solicitation, Appendix B, or any resultant Contract shall not be enforceable.

D. Lot 4 - Library Resource Management and Research Support Products Performance Requirements

1. General Performance:
   Contractor shall furnish Products as specified and in accordance with Authorized User performance requirements. Multi-Year Licenses: Contractor may offer multi-year licenses.

2. System Availability
   Library Resource Management and Research Support Products shall be functional at least 99% of the time.
3. Scheduled Maintenance
   Contractor must notify Authorized Users at least 48 hours prior to scheduled maintenance that interrupts End User access to Library Resource Management and Research Support Products. OGS requests that scheduled maintenance NOT be performed during normal Business Days.

4. Contractor Licensing Terms and Conditions:
   If Licensing Agreements, shrink-wrap or click-wrap agreements are associated with Library Resource Management and Research Support Products, it is the responsibility of the Contractor to offer only those Library Resource Management and Research Support Products that satisfy the license terms and conditions of the Award. License terms that conflict with the terms of Appendix A, Appendix B, the Solicitation, or any resultant Contract shall not be enforceable.

   Contractor must disclose any forms, “click-through”, “shrink wrap” or other pass-through or licensing/subscription terms and conditions or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases, during the RFQ process or prior to order. Documents that contain additional terms or conditions, such as library maintenance agreements or Licensing Agreements, must be disclosed to the Authorized User during the RFQ process or at the time of order submission and receive pre-approval by the Authorized User prior to ordering Products and services.

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CONTRACT TERM AND EXTENSIONS:

A. Base Term: The base Contract term shall begin on the later of The later of (i) September 1, 2022, or (ii) the date of OSC approval of the final, executed contract documents and consistent with the MOU, and shall continue through and including August 31, 2027. All OGS Centralized Contracts shall have a co-terminus end date, including those Contracts awarded during any subsequent periodic recruitment.

B. Extensions: At the State's option, and subject to the approval of OSC and consistent with the MOU, the Contract may be extended for five (5) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, Section 23, *Contract Term – Extension*.

C. The Contract term provided for in this section shall extend six months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the six-month period, the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g., changes in minimum, prevailing or living wages, or regulated services).

SHORT-TERM EXTENSION:

This section shall apply in addition to any rights set forth in Appendix B, Section 23, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT:

This Contract allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at https://www.nyscr.ny.gov in order to receive notifications regarding any periodic recruitments under this Award. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for Lots covered by the scope of the awarded Contract. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

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REQUEST TO ADD A LOT TO AN EXISTING CONTRACT:

Contractors may request to add a Lot to their existing Contract by submitting a written request to OGS on company letterhead. A request to add a Lot(s) must be accompanied by all information required in this Solicitation or most recent Periodic Solicitation, specifically the Bidder Qualifications and Method of Award sections for the respective Lot(s) the Contractor would like to add. Contractor shall not quote or offer Products or services that are the subject of a request to add a Lot until receipt of approval from OGS. Please note: The timeframe for proof of verifiable sales shall be shifted accordingly. Contractors must demonstrate the minimum verifiable sales during the 36-month period preceding the date the add request was submitted.

ACCESSIBILITY OF WEB-BASED INFORMATION AND APPLICATIONS POLICY:

Contractor is solely responsible for administration, content, intellectual property rights and all materials on Contractor's website. Contractor is solely responsible for its actions and those of its agents, employees, Subcontractors or assigns, and agrees that neither Contractor nor any of the foregoing has any authority to act or speak on behalf of the State. As applicable, Contractor agrees to comply with the Office of Information Technology Services policy NYS-P08-005 Accessibility of Web-Based Information and Applications, as may be amended, the stated purpose of which is to make State Agency Web-based intranet and internet information accessible for persons with disabilities. The following language is incorporated into any Contract resulting from this Solicitation:

Any web-based information and applications development, or programming delivered pursuant to the Contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005. Quality assurance testing may be conducted by the State and the results of such testing, if performed, must be satisfactory to the State before web-based information and applications will be considered a qualified deliverable under the Contract or procurement.

CONTRACT ADMINISTRATION:

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekends/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five Business Days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

INSURANCE REQUIREMENTS:

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements.*

REPORT OF CONTRACT USAGE:

Contractor shall submit Attachment 8 – *Report of Contract Usage*, including total sales to Authorized Users of this Contract *no later than 15 days after the close of each six-month period*. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the biannual report.

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name. If bundled Products are sold, the report shall include the individual breakdown of Products that make up the bundle, including the Net Pricing for the Products.

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The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract suspension and/or cancellation and designation of Contractor as non-responsible.

AUTHORIZED USER SALES REPORTS:

Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, monthly, a report listing the following: name of Products purchased, quantity purchased, unit price and total dollar volume of purchases.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BT NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN:

New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

General Provisions

OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

Equal Employment Opportunity (EEO)

The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

(continued)

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

(continued)

Contract Goals

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good-faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.

2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

6. Other information deemed relevant to the request.

Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/MWBE

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES:

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract.

(continued)

Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

NEW YORK STATE FINANCIAL SYSTEM (SFS):

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: https://ogs.ny.gov/procurement/emarketplace

There are no fees required for a Contractor's participation in the catalog site development or management. Upon completion and activation of an online catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: http://www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Solicitation. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, *Remanufactured, Recycled, Recyclable or Recovered Materials.*

(continued)

BULK DELIVERY AND ALTERNATE PACKAGING:

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

SURPLUS/TAKE-BACK/RECYCLING:

1. A State Agency is reminded of its obligation to comply with the NY State Finance Law § 167, Transfer and Disposal of Personal Property, and § 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

2. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.

3. The NYS Department of Environmental Conservation ("DEC") Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling of, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html

4. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology ("NIST") Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER 4:

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at https://ogs.ny.gov/greenny/. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order and to incorporate them, as applicable, when making purchases under this Contract.

(continued)

CONSUMER PRODUCTS CONTAINING MERCURY:

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

OVERLAPPING CONTRACT PRODUCTS:

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

PREFERRED SOURCE PRODUCTS:

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

NEW YORK STATE VENDOR RESPONSIBILITY:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

(continued)

NEW YORK STATE TAX LAW SECTION 5-A:

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf Contractor should complete and return the certification forms within five (5) Business Days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF website at https://www.tax.ny.gov/ for additional information.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two Business Days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS website (https://online.ogs.ny.gov/purchase/snt/othersuse.asp). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

(continued)

EXTENSION OF USE:

The Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

NEW ACCOUNTS:

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

CENTRALIZED CONTRACT MODIFICATIONS:

OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products or services at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products and services, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

OGS reserves the right to consider modifications that are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, *Modification of Contract Terms*.

SOFTWARE/FIRMWARE UPDATES:

Contractor shall provide at no charge all updates to any embedded software or firmware in the Product offered to customers generally.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS:

If required within the Authorized User Agreement, Contractor will provide verification of compliance with specific Federal, State and local regulations, laws and IT standards that the Authorized User is required to comply with. See Appendix C – Primary Security and Privacy Mandates.

SEVERABILITY

If any one or more of the provisions of this Contract shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Contract.

UNANTICIPATED EXCESSIVE PURCHASE:

The State reserves the right to negotiate lower pricing or to advertise for Bids, for any unanticipated excessive purchase.

(continued)

AMERICANS WITH DISABILITIES ACT (ADA):

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractor is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 23260 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED MAY 13, 2022.

(continued)

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return via e-mail to katherine.jezik@ogs.ny.gov or mail to:

NYS Office of General Services
Procurement Services
Katie Jezik, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)

BAKER & TAYLOR
the future delivered

Baker & Taylor Announces Terms and Discounts for the Florida State Contract 55000000-23-NY-ACS

Books/Spoken Word Audio – Firm Order:

I.	**Adult Hardcover Trade Editions** *(Popular Fiction/Non-fiction, may include some spoken word audio)*	**43.0%**
II.	**Juvenile Hardcover Trade Editions** *(Popular Fiction/Non-fiction)*	**43.0%**
III.	**Adult Quality Paperback Editions**	**35.0%**
IV.	**Juvenile Quality Paperback Editions**	**35.0%**
V.	**Mass Market Paperback Editions**	**35.0%**
VI.	**Single Edition Reinforced** *(Reinforced Trade)*	**20.0%**
VII.	**Publisher's Library Editions**	**20.0%**
VIII.	**University Press Trade Editions**	**15.0%**
IX.	**Text, Technical, Reference, Professional Medical, Small Press, some University Press titles and Titles of Limited Demand** *(Excludes University Press Trade Editions; may be of any binding and includes non-trade University Press titles and some spoken word audio)*	**7.5% or 20.0%**
X.	**Imported English/Non-English Language Editions**	**0.0%**
XI.	**Enhanced Services Program*** *Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or books of small, limited in demand and/or non-commercial publishers will be invoiced at list price.*	**0.0%**
XII.	**Spoken Word Audio**	**45.0%**
XIII.	**Board Books**	**20.0%**
XIV.	**Novelty Items/Activity Books**	**20.0%**
XV.	**Special Programs such as:**	
	Paw Prints Editions	**10.0%**
	Turtleback Editions	**0.0%**

Cataloging and Processing:
(Firm Order Books/Spoken Word Audio)

Mylar Jackets:	
Taped	**$.99/unit**
Glued	**$.79/unit**
Unattached	**$.74/unit**
Spine Label	**$.27/label**
Ownership Label	**$.27/label**
MARC Record	**$.35/unit**
Barcode	**$.27/label**
Laminate Coverings for Paperbacks:	
10 mil Laminate Covering	**$2.09/unit**
7 mil Laminate Covering	**$1.59/unit**
Theft Detection (3M or Checkpoint)	**$.69/unit**
RFID Tag (B&T-supplied, application only)	**$.44/unit**
RFID Tag (B&T-supplied, applied & linked)	**$.89/unit**

Digital Media Processing

Spoken Word Audio DMP **$5.79/unit**

Standard DMP case with scanned manufacturer artwork with two embedded labels (fixed data labels). Due to supplier restriction, scanned artwork is not available for Blackstone Audio editions.

Music CD/DVD

Music Compact Disc	**20.0%**
DVDs	**27.5%**
DVD or Music CD (DMP)	**$2.50/unit**

Standard case with scanned manufacturer artwork with two embedded labels. Note: Cataloging/processing services are not available for product issued by Buena Vista Home Entertainment, aka, Wald Disney Studios Home Entertainment.

Customer Service:
customer.service@baker-taylor.com

Payment Terms: Net 30 Days from Date of Invoice

FREE SHIPPING
Materials covered by this contract are shipped free of charge from B&T's designated primary service center
(Exception: Staff Accounts)

Processing Fees refer to standard techXpress services.
Additional processing services and pricing are available upon request.
Please contact your Sales Representative for additional information.

Inside Sales Representative

Christal Damron
Email – christal.damron@baker-taylor.com
Phone: 706-423-2339

Enterprise Sales Manager
Scott Coning
Email: scott.coning@baker-taylor.com
Phone: 678-215-7509

VILLAGE OF NORTH PALM BEACH
Public Library

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Julie Morrell, Library Manager

DATE: September 26, 2024

SUBJECT: **RESOLUTION** - Approval of FY 2025 Blanket Purchase Order for OCLC, LLC

In accordance with the Village's purchasing policy, Council approval is required for a blanket purchase order when the aggregate fiscal year spending for a vendor is anticipated to exceed $25,000. Administration is requesting the approval of one blanket purchase order be issued to the following vendor: OCLC, LLC (cloudLibrary) ($29,000).

OCLC, LLC provides certain products that are unique to the library market and, as such, can only be acquired through OCLC; namely the cloudLibrary digital content platform for accessing eBooks and eAudiobooks (see sole source letter).

The North Palm Beach Library purchases eBooks and eAudiobooks for the cloudLibrary digital content platform, pays the cloudLibrary platform fee, and pays for the cataloging platform OCLC, LLC and is expected to expend $29,000 for FY 2025:

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Library	A7927-33491	Contractual Services	$2,000
General Fund	Library	A7927-35445	Electronic Resources	$ 27,000

This Blanket Purchase Order will be effective October 1, 2024.

Recommendation:

Village Administration requests Council consideration and approval of the attached resolution approving the required blanket purchase order with OCLC, LLC at a total cost of $29,000 with funds expended as follows: $27,000 from Account No. A7927-35445 (Electronic Resources); $2,000 from Account No. A7927-33491 (Contractual Services) in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH OCLC, LLC IN AN AMOUNT NOT TO EXCEED $29,000.00 FOR VILLAGE LIBRARY ACCESS TO ELECTRONIC BOOKS AND AUDIO BOOKS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year, and blanket purchase orders of $25,000 or more require approval by the Village Council; and

WHEREAS, Village Staff requested approval of a blanket purchase order in the amount of $29,000 to OCLC, LLC for sole source access to the cloudLibrary digital content platform for accessing eBooks and eAudiobooks; and

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

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

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

Section 2. The Village Council hereby approves the issuance of a blanket purchase order in the amount of $29,000 with OCLC, LLC for sole source access to the cloudLibrary digital content platform for accessing eBooks and eAudiobooks, with $2,000.00 expended from Account No. A7927-33491 (Library – Contractual Services) and $27,000.00 expended from Account No. A7927-35445 (Library – Electronic Resources).

Section 3. This Resolution shall take effect October 1, 2024.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Sent via e-mail: jmorrell@village-npb.org

Date: September 5, 2024

Julie Morrell – Director
North Palm Beach Public Library
303 Anchorage Dr
N Palm Beach, Florida 33408

RE: Sole Source Request

This sole source letter confirms that OCLC, Inc., ("OCLC") provides certain products that are unique to the library market and that may be acquired only through OCLC; namely the cloudLibrary™ app. OCLC is the developer and sole provider of the cloudLibrary™ content platform, which offers North Palm Beach Public Library patrons access to **cloudLibrary eBooks and eAudiobooks, Comics Plus, and cloudLibrary NewsStand**, to check out and put on hold digital content. OCLC is the only source from which North Palm Beach Public Library may obtain the cloudLibrary™ app.

OCLC looks forward to being of continued service to North Palm Beach Public Library.

Please let me know if you need any additional information.

Sincerely,

OCLC, INC.

By: _____
Julie Presas
Vice President & General Counsel, OCLC, Inc.

Approved by Legal
PB

VILLAGE OF NORTH PALM BEACH
BUSINESS ADVISORY BOARD
MEETING MINUTES
TUESDAY, MARCH 19, 2024

1. CALL TO ORDER

   Chair David Talley called the meeting to order at 5:30 p.m.

2. ROLL CALL

   Present: Nina Balgar, Adam Jones, Ronald Lantz, and David Talley
   Absent: Marshall Gillespie
   Staff: Caryn Gardner-Young, Community Development Director

3. APPROVAL OF MINUTES

   - **Motion** to approve minutes from January 16, 2024, made by Ronald Lantz. Second by Nina Balgar. **Motion passed** unanimously. (4-0)

4. PUBLIC COMMENTS

   - None

5. OLD BUSINESS

   New Business Checklist

   - Ms. Gardner-Young distributed a draft of the New Business Checklist, noting it was a shortened version that could be expanded later.

   - Chair Talley stated there are things that will happen that the list does not cover. Discussion continued regarding restaurants.

   - Ms. Balgar suggested the addition of an email address or website regarding licenses and permits to the section.

6. MEMBER COMMENTS

   - None.

7. STAFF COMMENTS

   - Ms. Gardner-Young stated there are three (3) applications for the Business of the Season recognition. The applications will be sent to board members for review.

   - Ms. Gardner-Young suggested a meeting on Tuesday, May 14, from 4 p.m. to 6 p.m., which would combine an opportunity to network with other business owners with

gathering feedback from the business community on proposed changes. The Board will assist with invitations and support. Discussion continued.

- Veronica Frehm and Nathan Kennedy have resigned from the Board. New appointments will be made in April 2024 and the new members will be seated at the May meeting.

- Starting in April, BAB meetings will be held in the Council Chambers.

- The Board discussed opportunities to hear from speakers at future meetings and the opportunity to put on a Business Expo or a pop-up event.

8. ADJOURNMENT

- **Motion** to adjourn by Ronald Lantz. Motion passed unanimously. (4-0)

- Meeting adjourned at 5:58 p.m. The next regular meeting of the Board is scheduled for April 16, 2024. Chair Talley will be unavailable.

Meeting Minutes
Village of North Palm Beach Waterway Advisory Board
Village Council Hall Chambers
August 27, 2024

I. Call to Order: Mark Michels, MD 5:30 PM

II. Roll Call (x next to name denotes present)

☒ Mark Michels, MD, Chair
☒ Diane Wimbrow, Vice Chair
☒ Marty Domenech, Secretary
☒ George Alger, Board Member
☒ Paul Bartlett, Board Member
☐ Bruce Crawford, Board Member
☒ Jerry Sullivan, Board Member
☒ Orlando Pujol, Village Council Member

III. Approval of Minutes: June meeting minutes were amended to include Paul Bartlett as present at the meeting and otherwise approved.

IV. Public Comments: None

V. New Business

a. **Village comprehensive plan.** Inputs to the comprehensive plan were reviewed and agreed upon. The document will be submitted to Village Council as a recommendation to incorporate into the Comprehensive Plan.
    i. Action for Secretary Domenech to send to Village Staff liaison Holloway.
    ii. Action to present recommendation at next Village Council meeting.

VI. Old Business

a. **Joint Public Awareness Educational Program with MacArthur State Park**. Review of the document to include in master plan – include oyster beds to clean water
b. **Code Enforcement.** New officer and vessel acquisition in progress. Discussed usability of existing rigit inflatable boat (RIB), versus flats boat as more practical for code enforcement purposes.

Meeting Minutes
Village of North Palm Beach Waterway Advisory Board
Village Council Hall Chambers
August 27, 2024

VII. Member Comments

a. Member Alger made proposal to introduce kayak rental using a kiosk at Anchorage Park. Motion to present to the Recreation advisory board passed 5-0.

b. Chair Michels and Member Alger discussed recent FDEP proposal for commercial development at state parks. Motion proposed to submit to village council a resolution to keep any commercial development from MacArthur State park. Motion passed 4-1.

c. Member Wimbrow provided update on changes underway at the little lake worth lagoon area

d. Secretary Domenech reviewed past issues with the attending board members to determine whice ones should remain in old business for future meetings. The results are below.

i. 2023-04-1: Ramp permits for commercial vehicles – No further action required.

ii. 2023-05-1: Lakeside Park Seawall – keep on old business list.

1. May 2023: Plan to replace to be half funded by state. Awaiting other grant proposal request decisions.

2. June 2024: Project currently on hold awaiting funding.

iii. 2023-05-2: Anchorage Park south side improvements – keep on old business list.

1. May 2023: WAB suggested that the South docks be bid out to specifications similar to the repairs and renovations already completed on the North Side and that the bidding for that project should not be limited to the contractor who completed the North side renovation.

2. Mar 2024: Plans in evolution but unlikely to be implemented until 2025-2026.

3. Jun 2024: Current priority work is boat ramp first, then docks, followed by dry docks, and finally the roadway.

iv. 2023-07-1 Vessel size issue – new member awareness – no further action required.

v. 2023-11-1 Dredging plan – keep on old business list.

1. Nov 2023: Staff to investigate and discuss with WAB potential grant support plan to cover likely further waterway maintenance and enhancement issues like Anchorage Park South docks and dredging of needed waterways through entities including FL Inland Nav. District. Jun 2024: Still unclear on what are guidelines or standards for maintenance and waterway dredging.

2. Action: Board members Michels and Alger to research and bring back information for discussion at next board meeting. Talk to Jamie – assistant director of public works.

vi. 2023-05-3 Seawall and adjacent property to 700 Sanctuary Drive. No further action required.

vii. 2024-01-2 Derelict Vessels – keep on old business list.

1. Discussion: Jan 2024: WAB advises first step to contact PB County, PBSO, USCG and FWC to assess currently available remedies including fencing off beach and checks for derelict vessels and monitoring of illegal discharge of human waste.

2. Jun 2024: Member Bartlett invited Greg Reynolds, executive director of Lagoon Keepers, to provide perspective and suggestions to the board.

1) Statutory a vessel must be operational to be in the water.

2) Any law enforcement officer tied to the FWC system is able to tag vessels, subject to registration and training.

3) The FWC registration package which allows tagging of potentially derelict vessels was sent to NPB police ~18 months ago.

4) Motion to submit recommendation to Village Council to submit necessary application and training for the NPB police department to participate in FWC vessel tagging program. Information was provided to NPB police 18 months ago. Vote count: 4-0 in favor.

viii. 2024-01-3 Clean Vessel Act / Pump out services – keep on old business

1. Discussion: Mar 2024: County application for Pump-out program. Discussed with Melissa Santoro at Vice Mayor (PBC) Marino's office.

2. May 2024: There are opportunities to get grant money to initiate a program. Martin County has had program for over 20 yrs. Research options available for NPB or Palm Beach County for similar program

VIII. Staff Comments: None

IX. Adjournment at 6:16 PM

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Samia Janjua, Deputy Village Manager

DATE: September 26, 2024

SUBJECT: **ORDINANCE – 2nd Reading of Final Ad Valorem Tax Millage Rate; and 2nd Reading of Approved Fiscal Year 2024-2025 Village Budget**

The attached Ad Valorem Tax Ordinance and Annual Budget Ordinance have been prepared for the Council's use in setting the Village's Ad Valorem Tax Millage Rate and Annual Budget for the upcoming 2024-25 fiscal year. The Council's adjustments to the budget and millage rate have been incorporated into the Budget Summary and the Notice of Proposed Tax Increase advertisements, which were published in the *Palm Beach Post* in accordance with TRIM requirements, prior to the Village's final adoption of the Ad Valorem Tax Millage Rate and Annual Budget.

The attached Ordinances establish and adopt the Village's Fiscal Year 2024-2025 budget and set its annual millage rate at **$7.4000 mils**. **This millage rate is 14.79% above the Village's Fiscal Year 2024-2025 Rolled-Back Rate of $6.4464 mils**.

This year's Budget Ordinance provides for the following appropriations:

- $650,000 to be transferred to the Capital Projects Fund to finance the General Fund's Capital Improvement Plan;
- $650,000 to be transferred to the Special Projects Fund to finance some safety-related capital projects; and
- $450,000 to be transferred to the Country Club Fund for the following items:
    - $350,000 to finance the Pool & Tennis operations; and
    - $100,000 for the contribution towards the community share of the Country Club Renewal & Replacement Fund

At its September 12th Regular Session, Council approved Millage Ordinance No. 2024-14 and Budget Ordinance No. 2024-15 on 1st Reading without modification.

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

Recommendation:

The Administration recommends Council actions as outlined below:

1. Attorney reads title of Ordinance establishing and adopting an Ad Valorem tax millage rate for the fiscal year commencing 10/1/24 and ending 09/30/25.

2. Attorney reads title of Ordinance adopting a budget for the fiscal year commencing 10/01/24 and ending 09/30/25.

3. Motion to adopt an Ordinance establishing the Ad Valorem Tax Millage Rate as required by Statute.

4. Motion to adopt an Ordinance adopting the Budget for Fiscal Year 2024-2025.

5. Staff presentation on BOTH Ad Valorem Tax Millage Rate and Budget.

6. Mayor Opens Public Hearing on BOTH Ad Valorem Tax Millage Rate and Budget.

7. Public Comment.

8. Mayor closes public hearing on BOTH Ad Valorem Tax Millage Rate and Budget.

9. Council discussion on BOTH Ad Valorem Tax Millage Rate and Budget.

10. Mayor publicly announces: (1) rolled back rate; (2) percentage INCREASE over rolled back rate; (3) millage rate to be levied.

11. Council vote on Motion to Adopt Ordinance establishing the Ad Valorem Tax Millage Rate on 2nd and final reading.

12. Council vote on Motion to Adopt Ordinance adopting the Budget on 2nd and final reading.

Combined Budget Summary (General Fund & Enterprise Funds) FY 2025

This is a combined budget summary for the General Fund, Country Club Fund and the Stormwater Utility Fund.

Combined Budget Summary		FY 2024 Adopted Budget	FY 2025 Tentative Budget	% increase / (decrease)	$ increase / (decrease)
Millage Rate *(General Fund Only)*		**$6.90 mils**	**$7.40 mils**	**7.25%**	**$0.50 mils**
Budgeted Positions	**Full-Time**	**154**	**166**	**+12**	**N/A**
	Part-Time	**123**	**101**	**-22**	
Revenues					
Ad-Valorem Taxes		$22,124,856	$25,603,892	15.72%	$3,479,036
Non Ad-Valorem Assessment		500,000	500,000	0%	0
Other Taxes		3,467,650	3,623,394	4.49%	155,744
Permits, Fees & Special Assessments		3,221,500	3,893,600	20.86%	672,100
Intergovernmental Revenue		1,869,505	1,859,781	-0.52%	(9,724)
Charges for Services		8,737,775	9,327,330	6.75%	589,555
Judgements, Fines & Forfeitures		89,450	112,450	25.71%	23,000
Miscellaneous Revenues		743,022	985,530	32.64%	242,508
Transfers In		450,000	450,000	0%	0
Total Revenues		**$41,546,758**	**$46,905,977**	**12.90%**	**$5,359,219**
Expenses					
General Government		$4,165,355	$4,916,167	18.03%	$750,812
Public Safety		13,469,559	16,215,483	20.39%	2,745,924
Public Works		6,653,832	6,853,574	3.00%	199,742
Community Development		2,025,854	2,168,459	7.04%	142,605
Leisure Services		3,435,405	4,526,308	31.75%	1,090,903
Reserves & Contingencies		250,000	350,000	40.00%	100,000
Debt Service		2,129,559	2,340,087	9.89%	210,528
Transfers Out		1,875,194	1,750,000	-6.68%	(125,194)
Golf		4,919,644	5,045,577	2.56%	125,933
Clubhouse Grounds		629,952	704,525	11.84%	74,573
Pool		531,350	568,160	6.93%	36,810
Tennis		917,392	1,036,259	12.96%	118,867
Food & Beverage		22,000	22,500	2.27%	500
Country Club Administration		521,662	408,878	-21.62%	(112,784)
Total Expenses		**$41,546,758**	**$46,905,977**	**12.90%**	**$5,359,219**
Net		**$0**	**$0**		**$0**

General Fund Budget Summary — FY 2025

The General Fund is used to account for most of the day-to-day operations of the Village, which are financed from property taxes, fees, licenses, permits, fines and forfeitures, intergovernmental and other general revenue. A brief budget summary is provided below. Please see the detail on the following pages for explanations on revenues and expenses.

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Tentative Budget	% Increase / (Decrease)	$ Increase / (Decrease)
Revenues:						
Ad-Valorem Taxes	$17,833,603	$20,000,861	$22,124,856	$25,603,892	15.72%	$3,479,036
Other Taxes	3,309,469	3,606,682	3,467,650	3,623,394	4.49%	155,744
Permits, Fees & Special Assessments	3,213,087	3,331,122	3,221,500	3,893,600	20.86%	672,100
Intergovernmental Revenue	1,937,864	2,066,901	1,869,505	1,859,781	-0.52%	(9,724)
Charges for Services	1,613,801	1,693,021	1,533,950	1,848,995	20.54%	315,045
Judgements, Fines & Forfeitures	133,271	227,422	89,450	112,450	25.71%	23,000
Miscellaneous Revenues	241,171	1,600,926	713,022	880,530	23.49%	167,508
Other Sources	1,215,113	0	0	0	0.00%	$0
Total Revenues	**$29,497,379**	**$32,526,935**	**$33,019,933**	**$37,822,642**	**14.54%**	**$4,802,709**
Expenditures:						
General Government	$3,609,176	$3,672,101	$4,165,355	$4,916,167	18.03%	$750,812
Community Development	1,440,597	1,464,861	2,025,854	2,168,459	7.04%	142,605
Public Safety	11,298,292	12,608,651	13,469,559	16,215,483	20.39%	2,745,924
Public Works	5,224,934	5,530,740	6,153,832	6,353,574	3.25%	199,742
Leisure Services	2,445,685	3,928,673	3,435,405	4,526,308	31.75%	1,090,903
Reserves & Contingencies	1,218,442	15,000	0	0	-100.00%	0
Transfers Out	3,038,550	1,162,350	1,875,194	1,750,000	-6.68%	(125,194)
Debt Service	1,755,047	1,875,565	1,894,734	1,892,651	-0.11%	(2,083)
Total Expenditures	**$30,030,722**	**$30,257,941**	**$33,019,933**	**$37,822,642**	**14,54%**	**$4,802,709**
Net	**($533,343)**	**$2,268,994**	**$0**	**$0**		

Enterprise Funds Budget Summary — FY 2025

The Village has two Enterprise Funds: The Country Club Fund and the Stormwater Management Utility Fund. A brief description and budget summary for each is fund is provided below:

Country Club

The Country Club is an Enterprise Fund used to account for operations of the Village's Golf & Country Club, where the costs of providing goods and services to the general public on a continuing basis are primarily financed or recovered through user charges. The Country Club accounts for the following operations: Country Club Administration, Clubhouse Grounds, Golf, Tennis, Pool and Food & Beverage.

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Tentative Budget	% increase / (decrease)	$ increase / (decrease)
Revenues:						
Charges for Services:						
Golf	$5,476,835	$6,054,948	$6,097,325	$6,382,000	4.67%	$284,675
Pool	210,920	233,765	265,000	223,695	-15.59%	(41,305)
Tennis	854,828	787,335	841,500	872,640	3.70%	31,140
Food & Beverage	315,700	295,382	343,000	550,000	60.35%	207,000
Miscellaneous	37,119	75,752	30,000	105,000	250.00%	75,000
Transfers In	378,550	1,282,550	450,000	450,000	0%	0
Total Revenues	**$7,273,952**	**$8,729,732**	**$8,026,825**	**$8,583,335**	**6.93%**	**$556,510**
Expenditures:						
Golf	$3,957,905	$4,531,368	$4,919,644	$5,045,577	2.56%	$125,933
Pool	311,817	356,262	531,350	568,160	6.93%	36,810
Tennis	733,644	740,562	917,392	1,036,259	12.96%	118,867
Food & Beverage	19,748	21,881	22,000	22,500	2.27%	500
Club Administration	346,588	425,073	521,662	408,878	-21.62%	(112,784)
Clubhouse Grounds	523,236	537,840	629,952	704,525	11.84%	74,573
Debt Service	433,689	433,689	234,825	447,436	90.54%	212,611
Reserves & Contingencies	100,000	174,000	250,000	350,000	40.00%	100,000
Total Expenditures	**$6,426,226**	**$7,220,675**	**$8,026,825**	**$8,583,335**	**6.93%**	**$556,510**
Net	**$847,726**	**$1,509,057**	**$0**	**$0**		

Enterprise Funds Budget Summary — FY 2025

Stormwater Management Utility Fund

The Stormwater Management Utility Fund is an enterprise fund into which all revenues from the Stormwater Management Utility Assessments, grants, and other funding sources are deposited and expenditures relating to the stormwater management system are paid. The amount of the Stormwater Management Utility Assessment is based on the estimated amount of stormwater runoff generated by impervious surfaces located on parcels of real property within the Village.

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Tentative Budget	% increase / (decrease)	$ increase / (decrease)
Revenues:						
Non Ad-Valorem Assessment	$479,459	$484,614	$500,000	$500,000	0%	0
Investment	3,239	24,106	0	0	0%	0
Total Revenues	**$482,698**	**$508,720**	**$500,000**	**$500,000**	**0%**	**$0**
Expenditures:						
Public Works	$100,212	$332,264	$500,000	$500,000	0%	$0
Total Expenditures	**$100,212**	**$332,264**	**$500,000**	**$500,000**	**0%**	**$0**
Net	**$382,486**	**$176,456**	**$0**	**$0**		

ORDINANCE NO. 2024-___

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council and Village Administration of the Village of North Palm Beach, having reviewed the budget for the fiscal year commencing October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2025"), have established a millage rate to finance said budget and to meet the needs and requirements of the Village and its residents.

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

Section 1. The Village Council hereby establishes and adopts an ad valorem tax operating millage rate of 7.4000 mils for Fiscal Year 2025 and an ad valorem debt service millage rate of 0.000 mils for a total ad valorem tax millage rate of 7.4000 mils or $7.40 per one thousand dollars of taxable assessed property value. This millage rate is 14.79% above the rolled back rate of 6.4464 mils.

Section 2. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This Ordinance shall be effective immediately upon adoption and implemented as of October 1, 2024.

PLACED ON FIRST READING THIS 12th DAY OF SEPTEMBER, 2024.

PLACED ON SECOND, FINAL READING AND PASSED THIS 26th DAY OF SEPTEMBER, 2024.

_____
MAYOR

(Village Seal)

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING THE ANNUAL BUDGET OF THE VILLAGE OF NORTH PALM BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 AND AUTHORIZING ALLOCATIONS, APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE BUDGET AND AS AUTHORIZED BY LAW; APPROVING A COMPREHENSIVE PAY PLAN AND AUTHORIZING THE VILLAGE MANAGER TO MAKE TEMPORARY APPOINTMENTS TO BUDGETED POSITIONS; APPROVING A MASTER FEE SCHEDULE; PROVIDING FOR THE CREATION OF GOVERNMENTAL FUNDS WHEN NECESSARY; PROVIDING FOR THE RECEIPT OF GRANTS OR GIFTS; PROVIDING PROCEDURES FOR BUDGET AMENDMENTS; PROVIDING FOR THE LAPSE OF OUTSTANDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED APPROPRIATIONS FOR THE PRIOR FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 12, 2024 and September 26, 2024, the Village Council conducted duly advertised public hearings to review the proposed Annual Budget for the fiscal year commencing October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2025") and has adopted a final Annual Budget to meet the needs and requirements of the Village and its residents for the upcoming fiscal year.

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

Section 1. The proposed Annual Budget for Fiscal Year 2025 attached hereto as Exhibit "A" and incorporated herein by this reference is hereby adopted and established as the Village of North Palm Beach's Annual Budget for Fiscal Year 2025.

Section 2. The amounts allocated in the Annual Budget for expenditure effective October 1, 2024 are authorized in accordance with the purposes as set forth in the Annual Budget.

Section 3. The Annual Budget includes an appropriation in the amount of $650,000 to be transferred to the Capital Projects Fund to finance the General Fund's Capital Improvement Plan; an appropriation in the amount of $650,000 to be transferred to the Special Projects Fund to finance certain safety-related capital projects and an appropriation of $450,000 to be transferred to the Country Club Fund to both finance pool and tennis operations ($350,000) and contribute toward the community share of the Country Club Renewal and Replacement Fund ($100,000).

Section 4. Except as otherwise provided herein, the Annual Budget establishes limitations on expenditures by fund, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted Ordinance effecting such amendment or transfer.

Section 5. The Comprehensive Pay Plan, as set forth in the Annual Budget, is hereby approved. If an authorized position is vacant and monies are available within a department's salary appropriation to fund a temporary appointment to the vacant position, the Village Manager may appoint a temporary employee to fill said vacant position for a period not to exceed 90 days. Said temporary appointment may be renewable for an additional 90-day period and may only be made for the period pending the filling of the authorized position by a permanent employee. The pay for a temporary employee shall be within the pay scale of an approved Village Pay Plan position. The Village Council may revise the Comprehensive Pay Plan by Resolution during the Fiscal Year without need to amend this Ordinance. Furthermore, policy revisions adopted as part of the Comprehensive Pay Plan may be incorporated into the Personnel Rules and Regulations without further action on the part of the Village Council.

Section 6. The Master Fee Schedule for Fiscal Year 2025, as set forth in the Annual Budget, is hereby approved and adopted. The Village Council may revise the Master Fee Schedule by Resolution during the Fiscal Year without need to amend this Ordinance.

Section 7. When the Village receives monies from any private or governmental source by gift, grant, contribution, or revenue share, to which there is attached as a condition of acceptance any limitation regarding the use or expenditure of the monies received, the funds so received need not be shown in the Annual Budget nor shall the Budget be subject to amendment or expenditure as a result of the receipt of said monies. Said monies shall only be disbursed and applied toward the purposes for which said funds were received. All monies received as contemplated by this section shall be segregated and accounted for based on Generally Accepted Accounting Principles (GAAP) and where appropriate, placed into separate and individual Governmental Fund accounts from which monies are disbursed and applied in accordance with the terms and conditions of the gift, grant, or contribution.

Section 8. The omnibus appropriation and expenditure authorization set forth herein may be temporarily or permanently suspended by Resolution of the Village Council if at any time it appears that the projected revenue supporting the above-described budget is below anticipated levels or may be temporarily or permanently suspended by Resolution of the Village Council for any other reason or purpose deemed proper by the Village Council.

Section 9. Except as otherwise provided herein, in the event a variation from the total budget appropriation is or becomes necessary, such variation shall only become legally effective upon the adoption of an amending Ordinance consistent with Florida Statutes, the Village Charter and the Village Code of Ordinances.

Section 10. All outstanding encumbrances for Non-Capital and Capital Expenditures on September 30, 2024 shall lapse at that time, and all unexpended Capital Expenditure encumbrances and appropriations and other encumbrances specifically designated to be carried over to the subsequent year may be added to the corresponding approved Fiscal Year 2025 available budget balances and be simultaneously re-appropriated for expenditure, as previously approved in Fiscal Year 2024.

Section 11. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 12. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This Ordinance shall be effective immediately upon adoption and shall be implemented October 1, 2024.

PLACED ON FIRST READING THIS 12th DAY OF SEPTEMBER, 2024.

PLACED ON SECOND, FINAL READING AND PASSED THIS 26th DAY OF SEPTEMBER, 2024.

_____

(Village Seal) MAYOR

ATTEST:

_____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Village Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: September 26, 2024

SUBJECT: **Comprehensive Plan Amendments (EAR) First Reading of Ordinance -** AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE PLAN TO IMPLEMENT ITS EVALUATION AND APPRAISAL REPORT; ADOPTING A NEW INTRODUCTION SECTION AND EVALUATING AND MONITORING SECTION; AMENDING THE FUTURE LAND USE ELEMENT, THE CONSERVATION ELEMENT, THE COASTAL MANAGEMENT ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENT ELEMENT, THE INFRASTRUCTURE ELEMENT, THE HOUSING ELEMENT, THE ANNEXATION ELEMENT, AND THE PROPERTY RIGHTS ELEMENT; ADOPTING A REVISED AND UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AND EFFECTIVE DATE.

The State of Florida has established an integrated planning system to ensure coordinated administration of policies addressing various issues arising from the state's growth and development. The comprehensive planning framework requires planning at all levels of government. Specifically, Chapter 163, Florida Statutes, mandates that all counties and municipalities adopt a Comprehensive Plan. The Comprehensive Plan for the Village of North Palm Beach outlines principles, guidelines, standards, and strategies for future economic, social, physical, environmental, and fiscal development. It reflects the Village's vision and community commitments and guides future decisions in a consistent manner. The plan also contains programs and activities to ensure its implementation, is structured with Goals, Objectives, and Policies, and describes how the Village's programs, activities, and land development regulations are implemented. Additionally, there is supplemental documentation (Data and Analysis) supporting the Goals, Objectives, and Policies.

Pursuant to Rule Chapter 73C-49 of the Florida Administrative Code, local governments must review their Comprehensive Plan at least every seven years to determine if any changes are needed to align with updated state requirements. This review aims to assess the last Evaluation and Appraisal Report (EAR), which evaluates how effectively the Village has addressed major land use planning issues outlined in the Comprehensive Plan. Based on this evaluation, the report provides suggestions for revising the plan to better align with community objectives, adapt to changing conditions and trends affecting the community, and comply with changes in state requirements. A copy of the Village's evaluation letter, indicating the need for amendments to the Comprehensive Plan, has been attached and was sent to the State. The State acknowledged the letter and provided the Village until January 2025 to adopt the new Comprehensive Plan documents.

To ensure that the proposed Comprehensive Plan documents are adopted within the timeframe provided by the State, the Village hired two (2) consulting firms to assist with the required work. Jennifer Morton's firm drafted the Conservation, Coastal Management, and Recreation and Open Space Elements while Chen Moore's firm drafted the Future Lane Use, Annexation, Housing, Transportation, Capital Improvement, and Infrastructure Elements. Village Staff handled the Intergovernmental Coordination and Property Rights Elements.

The Village must follow a specific process to adopt the EAR-based Comprehensive Plan Amendments. The proposed amendments need to be reviewed by state and regional review agencies following public hearings by the Planning, Zoning and Adjustment Board sitting as the Local Planning Agency and Village Council. The state review agencies have at least sixty (60) days to provide their comments. When the State Land Planning Agency (Department of Commerce) sends a comment letter, the Village Council has 180 days to adopt, adopt with changes, or decline to adopt the amendment. Once adopted, the amendment will be submitted to the state and regional review agencies for final comments and cannot take effect until thirty-one (31) days after adoption by the Village Council. The State Land Planning Agency or an affected party has the right to request a hearing at the state level to challenge the adoption. If the amendments are not adopted within one year of notification to the Department of Commerce, the Village will not be allowed to make any amendments to the Village's Comprehensive Plan, the amendments are deemed insufficient, and the Village must start the EAR process over again.

The EAR Adoption process has been a busy one. Village Staff held three (3) virtually stakeholder meetings - one on Transportation, one on Infrastructure and the last on Parks and Recreation. A Village Survey was posted for residents to partake which information was provided to the consultants to incorporate into their proposed Elements. The consultants have attended one or more of the following Village Advisory Board meetings – Environmental Committee, Waterways Board and Recreation Board. At the June 4th Planning Zoning and Adjustment Board (PZAB) Workshop, Jennifer Morton's firm presented the proposed Conservation, Coastal Management, and Recreation and Open Space Elements and Village Staff presented the proposed Property Rights and Intergovernmental Coordination Elements. At the July 2nd PZAB meeting, Chen Moore's firm presented the proposed Future Land Use, Annexation, Housing, Transportation, Capital Improvement, and Infrastructure Elements.

Attached are four documents. The first one is the Comprehensive Plan, which includes an Introduction, Evaluation and Monitoring section and all the required Element's Goals, Objectives, and Policies (GOPs). The format for the GOPs is underlined and crossed-out. Underlined represents language to be added and crossed-out represents language to be removed. The Introduction and Evaluation and Monitoring sections are new so there is no underline or cross out. Meanwhile, the Data and Analysis sections for each Element are located in the second document or Supplemental or Support packet, which will be sent with the EAR packet but will not be included in any future Comprehensive Plan Amendments unless it is being specifically amended. The last two documents contain the required and optional maps in support of the GOPs and the Data and Analysis. The attached documents reflect the changes approved by the PZAB sitting as the Village's Local Planning Agency (LPA). Section 163.3174, Florida Statutes, requires LPA review and recommendations on all amendments to the Village's Comprehensive Plan.

Also attached are memorandums from the consultants listing any requested changes or discussions that occurred during the one-on-one meetings with each Village Council Member, as well as one memo from Village Staff regarding the Intergovernmental Coordination and Property Rights Elements.

Staff is also seeking approval of the Village's updated Water Supply Plan. Calvin Giordano & Associates Inc. was hired to update the Plan. Recognizing the importance of adequate water supplies to Florida's future, the Florida Legislature has established a process for water supply planning through Florida's Community Planning Act Water Resources Act. The state's water management districts must periodically evaluate whether adequate water supplies exist to meet the needs of their areas. If a district finds that the water supply will not be adequate, it must prepare a regional water supply plan, which identifies

alternative ways in which water supply needs can be met for the next 20 years. Each local government that falls within an area subject to a regional water supply plan is required to amend its comprehensive plan to adopt a water supply plan covering at least a ten-year period.

The Village is bound by the Lower East Coast Water Supply Plan (Plan) created by South Florida Water Management District (SFWMD). The Plan has been updated in 2006, 2013 and 2018. By State Statute, the Village is required to update its Water Supply Plan within 18 months of when SFWMD updates their Plan. Unfortunately, the Village missed the 2018 update so the attached document will bring the Village's Water Supply Plan current, with the possibility that the Village may need to update its Water Supply Plan again shortly since SFWMD is in the process of updating their Plan again.

Recommendation:

Village Staff recommends Village Council consideration and recommendation of approval on first reading of the attached Ordinance approving the Village's EAR Comprehensive Plan Amendments, including an update to the Water Supply Plan, as required by Chapter 163, Florida Statutes.

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: September 26, 2024

SUBJECT: **Comprehensive Plan Amendments – Intergovernmental Coordination and Private Property Rights Elements**

Village Staff and its consultants hosted two (2) public workshops with the Planning, Zoning, and Adjustment Board (PZAB) on June 4th and July 2nd of this year. The goal was to provide information regarding each element and receive feedback from the Board. On August 6, 2024, the PZAB, sitting as the Local Planning Agency, recommended approval of the proposed Comprehensive Plan Amendments. The copies that were provided for the September 26th meeting reflect the PZAB approved documents.

However, the PZAB is only a recommending body. Thus, the Village Council at its September 26, 2024 meeting scheduled this matter for consideration. Prior to this meeting, the project team (Community Development Director Caryn Gardner-Young, Chen Moore Associates, and J. Morton) conducted individual meetings with each member of the Village Council. The meetings were held the weeks of August 26 and September 9, 2024. During these meetings, the following comments were received from the Village Councilmembers regarding the Intergovernmental Coordination and Private Property Rights Elements:

Intergovernmental Element

The following item was discussed:

- Delete Policy 1.1.5 since it has been addressed in other sections

Policy 1.1.5: Investigate a joint-use agreement with Benjamin School as a means of meeting future recreational facilities needs in the Village

Project Team Recommendation: Village Council decision

Private Property Rights

The following item was discussed:

- Revise Policy 1.1.2 since it was not a sentence.

Suggest text:

Policy 1.1.2: The Village will balance ~~Balancing~~ the judicially acknowledged and constitutionally protected rights of property ownership with the obligations and responsibilities of each property owner to the shared aspirations, goals and sense of community that the residents of North Palm Beach value and desire to preserve.

Project Team Recommendation: Revise Policy 1.1.2

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Office: +1 (561) 401-9459

chen moore and associates

Memo

To: North Palm Beach Village Council

Thru: Caryn Gardner-Young, Community Development Director

From: Chen Moore and Associates (CMA)

Date: September 26, 2024

Re: Transmittal Hearing – EAR-based Comprehensive Plan Amendment

Chen Moore and Associates (CMA) was contracted by the Village of North Palm Beach (Village) to prepare the Evaluation and Appraisal Review (EAR)-based Comprehensive Plan amendment of the following elements: Future Land Use, Annexation, Housing, Transportation, Capital Improvement, and Infrastructure. The remaining elements were prepared by the Department of Community Development, and JMorton Planning and Landscape Architecture.

The Village hosted two (2) public workshops with the Planning, Zoning, and Adjustment Board (PZAB) on June 4, and July 2, 2024. The goal was to provide information regarding each element and receive feedback from the Board. On August 6, 2024, the PZAB, sitting as the Local Planning Agency (LPA), made a recommendation to approve the proposed Comprehensive Plan amendment.

Following the August 6th LPA recommendation, the project team (Director Caryn Gardner-Young, CMA, and JMorton) conducted individual meetings with each member of the Village Council. The meetings were held the weeks of August 26 and September 9, 2024. The overall discussion included the following topics:

- Urban sprawl, vertical and horizontal urban sprawl;
- Economic development and diversity;
- Accessory dwelling units;
- Economic analysis language;
- Conversion of septic tanks to sewer; and,
- Bus shelters that protect users from inclement weather and high temperatures.

Based on the above referenced topics, the following elements include suggested language for Council's consideration.

Introduction Element
While meeting with Village Council members, it was recommended that a definition be created for urban sprawl. The project team is providing the following definitions:

Suggested Text:

- Urban Sprawl refers to the outward expansion of urban areas into previously undeveloped or rural land, characterized by low-density development such as single-family homes and commercial spaces, leading to increased reliance on automobiles and the consumption of open space.
- Vertical Urban Sprawl refers to the upward expansion of urban areas within existing Village boundaries, characterized by the construction of high-rise and multi-story buildings to increase density and optimize land use, aiming to accommodate growth while minimizing outward expansion and preserving surrounding natural areas.

Project Team Recommendation: include a definition for urban sprawl.

Future Land Use Element
The following items were discussed regarding the Future Land Use Element:

- Remove vertical urban sprawl from Objective 1.1 and Special Policy 1.5.7
- Encourage economic development and diversity

Current Proposed Text:
OBJECTIVE ~~1.A~~1.1: Future growth and development shall be managed through the preparation and adoption of land development regulations which: (1) coordinate future development with the appropriate natural features (i.e. topography, soil conditions, flood prone areas and natural habitats) and the availability of facilities and services; (2) prevent uses inconsistent with the ~~Village~~ Future Land Use Goal ~~Statement of~~ and Future Land Use Map Series; (3) require the maintenance of the Village building stock; ~~and~~ (4) discourage the proliferation of vertical and horizontal urban sprawl; and (5) promote energy-efficient land use patterns accounting for existing and future power generation and transmission systems.

SPECIAL POLICY 1.5.7: The Village shall review proposed Future Land Use Map Series amendments to determine whether or not they discourage the proliferation of vertical and horizontal Urban Sprawl based upon the application of standards contained in Chapter 9J-5, F.A.C. ~~(No Future Land Use Map Atlas reference.)~~

Suggested Text:
OBJECTIVE ~~1.A~~1.1: Future growth and development shall be managed through the preparation and adoption of land development regulations which: (1) coordinate future development with the appropriate natural features (i.e. topography, soil conditions, flood prone areas and natural habitats) and the availability of facilities and services; (2) prevent uses inconsistent with the ~~Village~~ Future Land Use Goal ~~Statement of~~ and Future Land Use Map Series; (3) require the maintenance of the Village building stock; ~~and~~ (4) discourage the proliferation of urban sprawl; and (5) promote energy-efficient land use patterns accounting for existing and future power generation and transmission systems.

SPECIAL POLICY 1.5.7: The Village shall review proposed Future Land Use Map Series amendments to determine whether or not they discourage the proliferation of Urban Sprawl based upon the application of standards contained in Chapter 9J-5, F.A.C. ~~(No Future Land Use Map Atlas reference.)~~

Policy 1.8.6: The Village will promote and protect the quality of life for all residents and business owners in North Palm Beach by fostering business diversity and economic resilience.

Project Team Recommendation: Revise Objective 1.1 and Special Policy 1.5.7 to remove "vertical and horizontal" urban sprawl and incorporate new policy for the economic resiliency.

Housing Element
The following item was discussed regarding the Housing Element:

- Include policy related to accessory dwelling units

Suggested Text:
Policy 1.3.17: The Village shall evaluate the incorporation of accessory dwelling units (ADUs) to offer a broader range of housing options.

Project Team Recommendation: Incorporate policy related to accessory dwelling units

Infrastructure Element
The following items were discussed regarding the Infrastructure Element:

- Revise wording of Policy 1.1.6, "Developers shall include an economic analysis for impacts on public facilities and infrastructure for twenty-five (25) years at the request of the Village."
- Create policy to address converting septic tanks to sewer

Current Proposed Text:
POLICY 1.1.6: Developers shall include an economic analysis for impacts on public facilities and infrastructure for twenty-five (25) years at the request of the Village.

Suggested Text:
Policy 1.1.6: Developers must provide an economic analysis of the impacts on the Village's public facilities and infrastructure, including but not limited to parks, fire rescue, and police services, for a period of twenty-five (25) years, upon the Village's request.

Policy 1.1.7: The Village shall protect the community's health and environment by reducing reliance on septic tanks and encouraging use of more sustainable and effective wastewater management solutions such as centralized sewer.

Project Team Recommendation: Incorporate the updated language into Policy 1.1.6 and newly proposed Policy 1.1.7 into the Infrastructure Element.

Capital Improvement Element
The following item was discussed regarding the Capital Improvement Element:

- Revise wording of Policy 1.3.7, "Developers shall include an economic analysis for level of service up to twenty-five (25) years at the request of the Village."

Current Proposed Text:
POLICY 1.3.7: Developers shall include an economic analysis for level of service up to twenty-five (25) years at the request of the Village.

Suggested Text:
Policy 1.3.7: Developers must provide an economic analysis for level of service, including but not limited to parks, fire rescue, and police services, for a period of twenty-five (25) years, as requested by the Village.

Project Team Recommendation: Incorporate updated language for level of service.

Transportation Element
The following items were discussed regarding the Transportation Element:

- Revise Objective 1.9 of the to remain "maintain adequate" rather than Improve
- Include policy for bus stops protecting users from inclement weather and extreme temperatures

Current Proposed Text
OBJECTIVE 1.9: ~~Maintain adequate~~ Improve public transportation systems for residents of North Palm Beach through coordination with the State and County.

Suggested Text:
OBJECTIVE 1.9: Maintain adequate public transportation systems for residents of North Palm Beach through coordination with the State and County.

Policy 1.9.5: The Village will explore ways to support Palm Tran in establishing bus shelters that offer protection for public transit users against inclement weather and extreme temperatures.

Project Team Recommendation: Eliminate "improve" and keep the existing language "maintain adequate" in Objective 1.9. Incorporate new Policy 1.9.5 to explore bus shelters for inclement weather or extreme temperatures.

JMorton
PLANNING | LANDSCAPE ARCHITECTURE

Memo

To: North Palm Beach Village Council

Thru: Caryn Gardner-Young, Community Development Director

From: JMorton Planning and Landscape Architecture

Date: September 26, 2024

Re: Comprehensive Plan EAR- First Reading

JMorton Planning and Landscape Architecture has proposed amendments to the Coastal Management, Conservation and Recreation & Open Space elements of the North Palm Beach Comprehensive Plan. JMorton met with the Village Council members individually and discussed various changes needed to the documents prior to the first reading on September 26, 2024.

The Village hosted two (2) public workshops with the Planning, Zoning, and Adjustment Board (PZAB) on June 4, and July 2, 2024. The goal was to provide information regarding each element and receive feedback from the Board. On August 6, 2024, the PZAB, sitting as the Local Planning Agency (LPA), made a recommendation to approve the proposed Comprehensive Plan amendment.

Following the August 6th LPA recommendation, the project team (Director Caryn Gardner-Young, CMA, and JMorton) conducted individual meetings with each member of the Village Council. The meetings were held the weeks of August 26 and September 9, 2024. The overall discussion included the following topics:

- Utilization of native plant material
- Limit development at John D MacArthur Beach State Park
- Recreation Level of Service calculation
- Access easements for new development

Coastal Management

After discussion with Councilmembers, minor changes to wording were identified to a few policies, but no substantial changes were made that need to be discussed at the hearing.

Conservation

The following items were discussed regarding the Conservation Element:

1. Increased requirements for native vegetation.
   - Current Proposed Text:
     Policy 1.4.4- All new developments and substantial redevelopment should be encouraged to utilize native plant material to the greatest extent feasible when providing required landscape material.

   - Suggested Text from Councilmembers**:**

Policy 1.4.4 All new developments and substantial redevelopment should utilize at least 50% native plant material when providing required landscaping.

- **Project Team Recommendation**: Incorporate updated language as it matches the currently required minimum native plant material in the code of ordinances.

2. Add limitation on development within the John D. MacArthur Beach State Park
   - Policy was not previously included.

   - Suggested Text from Councilmembers:
     Policy 1.5.3 The Village shall support future development of facilities at John D. MacArthur Beach State Park if compatible with maintaining or enhancing existing habitats.

   - **Project Team Recommendation**: Incorporate updated language.

Recreation & Open Space

The following items were discussed regarding the Recreation and Open Space Element:

1. Data and Analysis update to change the calculation of level of service (LOS).
   - Currently Proposed:
     The proposed LOS includes all community and neighborhood parks within the Village in calculation of the LOS at 4.15 acres per 1000 residents. The calculation of the provided number of acres to meet this ratio currently includes the John D. MacArthur Beach State Park to create the following table of anticipated future LOS with population growth through 2035:

Year	Population	Acres		
		Level of Service (4.15 ac/ 1000)	Existing Recreation	Deficit/ surplus
2022	12,862	53.4	489.81	436.43
2025	13,053	54.2	489.81	435.64
2030	13,297	55.2	489.81	434.63
2035	13,503	56.0	489.81	433.77

   - Suggested Update from Councilmembers:
     Through discussions with Councilmembers, the calculation of the provided number of acres to meet the level of service was recommended to include the Country Club instead of the State Park to create the following table of anticipated future LOS through 2035:

Year	Population	Acres		
		Level of Service (4.15 ac/ 1000)	Existing Recreation	Deficit/ surplus
2022	12,862	53.4	198.32	144.94
2025	13,053	54.2	198.32	144.15
2030	13,297	55.2	198.32	143.14
2035	13,503	56.0	198.32	142.28

- **Project Team Recommendation**: Incorporate updated language to include the Country Club

2. Update language for access easement dedication.
   - Currently Proposed:
     Policy 1.9.3: Private entities shall be encouraged to dedicate access easements to the Village as necessary to create connections identified in a Bicycle and Pedestrian Plan.

   - Suggested Text from Councilmembers:
     Policy 1.9.3: All new developments and substantial redevelopments shall dedicate access easements to the Village as necessary to create connections identified in a Bicycle and Pedestrian Plan.

   - **Project Team Recommendation**: Incorporate language as suggested above.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE PLAN TO IMPLEMENT ITS EVALUATION AND APPRAISAL REPORT; ADOPTING A NEW INTRODUCTION SECTION AND EVALUATING AND MONITORING SECTION; AMENDING THE FUTURE LAND USE ELEMENT, THE CONSERVATION ELEMENT, THE COASTAL MANAGEMENT ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENT ELEMENT, THE INFRASTRUCTURE ELEMENT, THE HOUSING ELEMENT, THE ANNEXATION ELEMENT, AND THE PROPERTY RIGHTS ELEMENT; ADOPTING A REVISED AND UPDATED WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires that each local government prepare a Comprehensive Plan in compliance with the Community Planning Act, as amended; and

WHEREAS, Section 163.3191, Florida Statutes, requires that each local government adopt an Evaluation and Appraisal Report ("EAR") every seven years assessing the local government's progress in implementing the Comprehensive Plan; and

WHEREAS, having conducted a thorough review and assessment, the Village wishes to amend its Comprehensive Plan to implement its EAR and adopt new Introduction and Evaluation and Monitoring sections, as well as update each of the current elements of the Comprehensive Plan; and

WHEREAS, the Village further wishes to update its Water Supply Facilities Work Plan based on the South Florida Water Management District's Lower East Coast Water Supply Plan; and

WHEREAS, the Village's Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, conducted a duly advertised public hearing on August 6, 2024 to consider the proposed EAR-based amendments to the Village's Comprehensive Plan; and

WHEREAS, having conducted each of the advertised public hearings required by Chapter 163, Florida Statutes, the Village Council wishes to adopted the EAR-based amendments to its Comprehensive Plan, including the Water Supply Plan update, and determines that the adoption of this Ordinance is in the interests of the health, safety and welfare of the residents and property owners of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby adopts the revisions to the Village of North Palm Comprehensive Plan attached hereto as Composite Exhibit "A" and incorporated herein, including new

Introduction and Evaluation and Monitoring sections, as well as revisions to the Future Land Use Element, the Conservation Element, the Coastal Management Element, the Recreation and Open Space Element, the Intergovernmental Coordination Element, the Capital Improvement Element, the Infrastructure Element, the Housing Element, the Annexation Element, and the Property Rights Element. For existing elements, additional language is underlined and deleted language is ~~stricken through~~. The Village Council further adopts a revised and updated Water Supply Facilities Work Plan as referenced in the Infrastructure Element, a copy of which is attached hereto as Exhibit "B" and incorporated herein, with additional language underlined and deleted language ~~stricken through~~.

Section 3. Village Administration is directed to transmit the EAR-based Comprehensive Plan Amendments to the Florida Department of Commerce and all other units of government and government agencies as required by Section 163.3184(4), Florida Statutes.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 6. The effective date of this Ordinance, if the Comprehensive Plan amendment is not challenged, shall be thirty-one (31) days after the Department of Commerce notifies the Village that the plan amendment package is complete. If timely challenged, this Ordinance shall be effective on the date the Department of Commerce or the Administration Commission enters a final order determining this adopted Comprehensive Plan amendment to be in compliance as defined in Section 163.3184, Florida Statutes.

PLACED ON FIRST READING THIS _____ DAY OF _____, 2024.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY









Village of North Palm Beach

Comprehensive Plan

Goals, Objectives, and Policies

2024

North Palm Beach, FL

www.village-npb.org

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History

The Village of North Palm Beach has a rich history. Florida was originally inhabited by the Timucua, Apalachee, AIS, and Tekeste native American tribes. The Spanish ruled from 1513-1764, and the British until 1783.

In 1892, a warranty deed was issued to Albert Sawyer for the area that would become Lake Park, then known as Kelsey City/Silver Beach on the condition that he would improve or sell the land by 1907. In 1903, Mr. Sawyer passed away and the land was trusted to his son. Following the death of Mr. Sawyer, the deadline was extended from 1907 to 1927.

In 1919, the Kelsey family purchased 14 miles of ocean- and lakefront property between Miami and Jupiter, including 100, 000 acres which later included Kelsey City/Lake Park and North Palm Beach. They also purchased the Florida East Coast Canal (part of the intracoastal waterway) and operated it as a toll highway: a chain across the canal stopped boats for fee collection. The Park Bridge over the canal was completed In 1926.

In 1954, John D. MacArthur purchased 2,600 acres of land in northern Palm Beach County for $5.5 million. The newly purchased land would eventually become the Village of North Palm Beach, the Town of Lake Park, the City of Palm Beach Gardens, and the Town of Palm Beach Shores. MacArthur, who was not interested in developing the area, sold the land to Herbert and Richard Ross. They developed the mangrove swamps and farmland which eventually became the Village of North Palm Beach. At the time, the Village was bounded by Monet Road and Johnson Dairy Road to the north and south, and US 1 and Prosperity Farms Road to the east and west.

In 1956, the Village was incorporated into Palm Beach County. Further development included extensive dredging to create waterfront cul-de-sacs, and Lighthouse Drive, which connected Old Dixie Highway to US Highway 1, the main civic corridor. In 1963, the Village opened the publicly owned and -operated North Palm Beach Country Club.

From 1981 through 2004, the Village experienced an increase in residential development, including Northlake Condominiums, Governor's Pointe, Seamark, Marina Bay, Southwind Circle, River's Landing, Harbor Isles, Sanctuary Cove, and Prosperity Harbor.

In 1989, John D. MacArthur Beach State Park was established, making it the only state park in Palm Beach County. MacArthur provided the State of Florida with the resources for obtaining the land and donated funds to help develop the park. The park was established to protect the undistributed subtropical coastal habitat from development.

Over the years, the Village has continued to grow and expand its boundaries through annexation to accommodate population growth.

Comprehensive Planning in the Village and the State

The Village of North Palm Beach Comprehensive Plan (Plan) has been developed and amended pursuant to the requirements of Chapter 163, Florida Statutes (F.S.), the "Community Planning Act", and the requirements of Florida Administrative Code (F.A.C.).

2In 2011, the State of Florida Legislature made significant changes to the Growth Management Act of 1985. Sections 9J-5 and 9J-11.023, of the Florida Administrative Code were repealed, with portions of both rules incorporated into the Community Planning Act. The new legislation shifts oversight of development from the State to local governments, while retaining the state final determination over those development plans that affect regions or sensitive land considered "areas of critical state concern." Therefore, giving more control to the local jurisdictions in overseeing and directing their future growth.

The Plan is also required to be consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), along with other state and federal requirements. It provides the Village with long-term direction through goal statements as well as short-term objectives and policies to guide implementation efforts.

In addition to the guidelines set forth in Chapter 163, F.S., community specific concerns have been targeted within the Goals, Objectives, and Policies section of each of the Comprehensive Plan elements. Many of these objectives and policies go beyond the legislative requirements and are indicative of the Village's evolution and needs since the comprehensive plan was adopted by the Village of North Palm Beach. This chapter requires that all local governments throughout Florida maintain a long-range comprehensive plan, and that comprehensive planning should be a continuous and ongoing process.

Definitions for Goals, Objectives, and Policies are provided in the Definitions section of this document. It is important to recognize that Goals, Objectives, and Policies of the Plan should be applied within the context of the overall intent of the Plan.

As a part of this process, municipalities are required to monitor numerous community characteristics relating to development, provision of services, environmental protection, and governmental activities. To comply with that process, the Village of North Palm Beach Comprehensive Plan is comprised of the following Elements:

- Future Land Use
- Transportation
- Housing
- Infrastructure
- Conservation

- Coastal Management
- Recreation and Open Space
- Annexation
- Intergovernmental Coordination
- Capital Improvement
- Property Rights

Purpose of the Comprehensive Plan

The Comprehensive Plan provides a framework for the Village and provides a guide for the future actions of the community. The purpose of the North Palm Beach Comprehensive Plan is to establish a vision for the Village and determine long-range goals, objectives, policies, and standards for the management of growth and the provision of services. The Plan is intended to provide general guidelines for establishing more specific standards, regulations, procedures, and programs. For example, the Land Development Regulations (LDRs), Strategic Plan, Citizen's Master Plan, and all other related plans derive from Goals, Objectives, or Policies indicated within the Comprehensive Plan.

Sustainability

The goal of the Village's Plan is to create a sustainable community to ensure that adequate resources are available for future generations. The Village seeks to support its business community and enhance the quality of life for all residents by preventing pollution, encouraging affordable housing, promoting revitalization, redevelopment, and neighborhood stabilization, maximizing conservation, pursuing historic preservation, promoting efficiency, and developing local resources.

Sustainability also requires that development and redevelopment in the Village be coordinated with public investments in alternative transportation modes, which will enable the Village to accommodate the projected population, allow for expanded economic and cultural activity and strive to create a community where live, work, play and learn become part of the daily life of residents and visitors.

Implementation of the Plan

This section includes the different aspects related to the implementation of the Plan, including rules of interpretation, definitions and acronyms, and the process to amend the Plan, including the Evaluation and Appraisal Review. Chapter 163, F.S. sets forth General Requirements for local government comprehensive plans. Procedural Requirements established by the Florida Statutes include adoption, submission and transmittal criteria for the adoption and amendment of Comprehensive Plans. Specific procedures are established by the Department of Commerce, consistent with the

procedural requirements in the Florida Statutes.

Planning Horizon

The Village of North Palm Beach Comprehensive Plan includes a 20-year planning horizon.

Amendments to the Comprehensive Plan

The process for amending the Comprehensive Plan shall be guided by the provisions of Florida Statutes Chapter 163, the Administrative Rules implementing it and in accordance with the provisions herein. Proposed amendments to the Village's Comprehensive Plan are also subject to the following requirements as established in Sec 21-01 of the Village Code of Ordinances.

Comprehensive Plan and Future Land Use Map

The comprehensive plan and future land use map "FLUM" of the Village of North Palm Beach are the official statements of policy of the Village with regard to the use and development of land within the Village. All use or development of land undertaken pursuant to these regulations shall be consistent with the comprehensive plan, the future land use map, and the Palm Beach County Land Use Map.

Department for Community Development

The Department for Community Development coordinates the comprehensive review and approval process of all development within the Village of North Palm Beach. The department, through its Planning and Zoning Division, is also responsible for the implementation, administration, and interpretation of the Land Development Regulations (LDR).

Procedure for the Comprehensive Plan Evaluation and Appraisal

Before the current Evaluation and Appraisal Review process, previous statutory requirements called for an Evaluation and Appraisal Report to analyze and assess comprehensive plans, and to provide recommendations that would result in corrective amendments to the adopted comprehensive plans.

The Village of North Palm Beach Comprehensive Plan was previously updated on three (3) occasions, in accordance with the Evaluation and Appraisal Report (EAR) requirements of the Florida Statutes. The first EAR was adopted on January 20, 1998. The second EAR was conducted in 2008 and adopted on October 20, 2009. Corrective amendments were made to the Comprehensive Plan in subsequent amendment rounds. In 2021, the third EAR was conducted to implement the Property Rights Element of the Comprehensive Plan per F.S.

Current requirements pursuant to Chapter 163, F.S., provide that each local government in Florida periodically prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan. At least every seven years, pursuant to Rule Chapter 73C-49, Florida Administrative Code, the Village must determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last comprehensive plan update.

The procedures and requirements for the new Evaluation and Appraisal Review process are detailed in Chapter 163, F.S. In preparing the periodic evaluation and appraisal of the Comprehensive Plan, the Village shall, at minimum, evaluate the Plan to determine if amendments are necessary to reflect changes in State requirements since the last update of the Plan. The Village shall also notify the State as to its determination, and shall, within one year of the evaluation and appraisal of the Plan, prepare and transmit any identified amendments to the State for review.

The State continues to encourage local governments to conduct periodic comprehensive assessments of comprehensive plans to respond to changes in local circumstances. Local governments are encouraged to comprehensively evaluate and as necessary update plans to reflect changes in local conditions. The Village of North Palm Beach decided to conduct a comprehensive review and evaluation of its current comprehensive plan, including updates reflecting changes in state requirements.

As part of the subject Comprehensive Plan update, in-depth reviews were conducted to identify and evaluate necessary amendments to the Plan including meetings with the following agencies:

- Solid Waste Authority, Seacoast Utility Authority;
- Florida Department of Transportation;
- Palm Beach County Library and Planning Divisions;
- Palm Beach Transportation Planning Agency;
- Friends of MacArthur State Park; and,
- Palm Beach County Sports Commission.

The Community Development staff provided critical guidance and feedback to prepare the subject Plan. Also, other pertinent Village departments contributed with their technical expertise to complete the Plan. Two (2) workshops, which took place on June 4, 2024, and July 2, 2024, were held with the Planning & Zoning and Adjustments Board (PZAB). Subsequently, hearings were held with the PZAB (Local Planning Agency-LPA) for a recommendation of approval, followed by a meeting with the Village Council for the Transmittal Hearing.

Guidelines for Plan Interpretation

In the interpretation of the provisions of this Comprehensive Plan, the following guidelines shall apply unless the context clearly indicates otherwise.

In the interpretation and application of the Comprehensive Plan, its Goals, Objectives, and Policies shall be held to be the minimum requirements necessary to accomplish the stated purpose and intent of this Comprehensive Plan. The Comprehensive Plan shall be construed broadly to accomplish the purpose and intent of the Plan.

Tense and Number

Unless the obvious construction of the wording indicates otherwise: words used in the present tense can include the future; words in the masculine gender can include the feminine and neuter; words in the singular number can include the plural; and, words in the plural can include the singular.

Meaning of Shall, Must, Should, May, Includes

The words “shall” and “must” are mandatory; the word "should" is discretionary and not mandatory; the word "may" is permissive; the word "includes" shall not limit a term to the specific examples but is intended to extend its meaning to all other instances or circumstances of like kind or character.

State, County, Village

The word "State" means the State of Florida, and its authorized agents; the word "County" means the County of Palm Beach, Florida, and its authorized agents; and, the word "Village" means the Village of North Palm Beach, Florida, and its authorized agents.

Interpretation of Undefined Terms

Unless the context clearly indicates otherwise, terms not defined herein shall be interpreted in the following manner:

1) By reference to the relevant provisions of the Community Planning Act, if specifically defined therein, or in other relevant and appropriate State statutes or rules;

2) According to the relevant provisions of the Village Code, the rules for interpretation of this Comprehensive Plan, or in other relevant Village ordinances relating to land development regulations;

3) By reference to generally accepted engineering, planning, or otherwise professional terminology if technical; and

4) Otherwise according to common usage.

Headings

All descriptive headings of Goals, Objectives, or other sections in the Comprehensive Plan are inserted for convenience of reference only and shall not affect the construction or interpretation thereof.

Definitions

In the case of conflict, definitions in this document take precedent within the application of the Comprehensive Plan. Set forth below is a brief definition of important terms used in the Plan.

ACCESSORY DWELLING UNIT: A dwelling unit located on the same parcel of land as a principal single-family dwelling. An accessory dwelling is a complete, independent living facility equipped with a kitchen and bathroom.

ACCESSORY USE: A use incidental and subordinate to the principal use, including accessory dwelling units and accessory solar facilities.

ACRE: For the purpose of calculating dwelling units, an area or parcel of land containing forty-three thousand five hundred sixty (43,560) square feet.

ARTERIAL ROAD: A road providing service that is relatively continuous and of relatively high traffic volume, long average trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

AVERAGE DAILY TRAFFIC (ADT): The total traffic volume during a given 24-hour time period for all allowable directions on a given road.

BERM: A landscaped earthen mound in excess of two feet in vertical height designed to provide visual interest or serve as a buffer.

BICYCLE PATH: A bikeway physically separated from motorized vehicular traffic by an open space or barrier and located either within the highway right-of-way or within an independent right-of-way.

BICYCLE ROUTE: A segment of a system of bikeways designated by the jurisdiction having authority with appropriate directional and information markers, with or without a specific bicycle route number.

BUFFER: The use of vegetation, walls, fences, berms, setbacks, less intense development, and/or less dense development to mitigate the impacts of unsightly views, lights, noises, odors, and/or dust.

CAPACITY: The maximum rate of flow at which persons or vehicles can be reasonably expected to traverse a point or uniform segment of a lane or roadway during a specified period under prevailing roadway, traffic, and control conditions; usually expressed as vehicles per hour or persons per hour.

COLLECTOR ROAD: A road providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a road also collects and distributes traffic between local roads and arterial roads.

COMMERCIAL USES: Activities within land areas that are predominantly connected with the sale, rental and distribution of products or the performance of services, including offices and medical facilities.

COMMUNITY PARK: A park located near collector, or arterial roads designed to serve the needs of more than one neighborhood. It is designed to serve community residents within a radius of up to 3.5 miles. The term “community park” includes any related recreational facilities and can be publicly or privately owned.

COMPLETE STREETS: Roads including adjacent sidewalks and shared use paths that are designed and operated to enable safe access and travel for all users, which may include pedestrians, bicyclists, transit riders, and motorists. Complete Streets incorporate different elements based on the different role, function, and characteristic of the facility.

COMPREHENSIVE PLAN: A Comprehensive Plan is a forward-thinking guidance document that acts as a framework for the growth and development of the Village. A Comprehensive Plan will lay out Goals, Objectives, and Policies for the future of the Village and has a typical horizon of 10-20 years.

CONCURRENCY: The provision of insuring that the necessary public facilities and services to maintain the adopted public transit level of service standards are available when the impacts of development occur. Transportation, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and public education are the only public facilities and services subject to the Palm Beach County concurrency requirement. The necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

CONCURRENCY MANAGEMENT SYSTEM: The procedures or process that the local government will utilize to assure that development orders and permits are not issued

unless the necessary facilities and services are available concurrent with the impacts of development.

CONSTRAINED ROADWAYS: Roads that cannot be expanded by the addition of two or more through-lanes because of physical, environmental or policy constraints.

DENSITY: The number of dwelling units per acre on a building site in the residential and commercial zoning categories. Where the computation of density results in a whole number plus a fraction of dwelling units per acre, the fraction shall be disregarded, i.e., four and nine tenths (4.9) shall mean four (4) dwelling units per acre.

DEVELOPMENT STANDARDS: Definitions of any other terms related to development standards shall be as described in "Definitions" of the Village's Land Development Regulations (LDRs)

DWELLING UNIT: A house, apartment, condominium unit, mobile or manufactured home, group of rooms, or a single room intended for occupancy as a separate living quarter with complete kitchen and bathroom facilities, and with direct access from the outside of the building or through a common hall for use by its occupants.

EDUCATIONAL USES: Activities and facilities for public or private primary or secondary schools; vocational and technical schools; and colleges and universities including all campus buildings, residence halls and dormitories, fraternity and sorority housing, and recreational facilities.

FLOOR AREA RATIO (FAR): A regulatory technique which relates to total developable site area and the size (square feet) of development permitted on a specific site. A numeric rating assigned to each commercial and industrial land use category that determines the total gross square feet of a structure as measured from the structure's exterior walls based upon the actual land area of the parcel upon which the structure is to be located. Total gross square feet calculated using the assigned floor area ratio shall not include such features as parking lots or structures, aerial pedestrian crossovers, open or partially enclosed plazas, or exterior pedestrian and vehicular circulation areas.

GOAL: A goal is an end-state toward which effort is directed. An end-state in this context is a set of economic, social and land use conditions which seem desirable for North Palm Beach. Goals are long range and defined in qualitative rather than quantitative terms. In general, they espouse very high ideals about the end-state to be achieved. In effect, goals set the parameters of the study to be made. Goals have scale, scope, and substantive dimensions. Goals vary in their substantive, scope, and scale characteristics.

GROSS ACRE: Full area of a parcel inclusive of any public-rights of way and public property.

HAZARD MITIGATION: Reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage.

HOTEL: A Building or part thereof, in which sleeping rooms are offered for rent to the public, and where all charges for food, lodging, and accessory services are paid for by the renter.

Hotels maintain an inner lobby through which all occupants must pass to gain access. Hotel sleeping rooms are accessed solely through interior hallways, even when such units are on ground floors. Guests frequently stay more than one (1) night. Hotels typically include amenities that cater to longer- term guests, such as exercise rooms, spas, restaurants, meeting rooms, ballrooms, convention facilities, reading areas, and limited shopping areas. Hotels cater to transient occupancy, and may have limited kitchenette facilities (i.e., microwave, coffee maker, small sink, miniature refrigerator) for use by the occupants. Two hotel rooms are equivalent to one residential unit.

LEED: Leadership in Energy and Environmental Design is redefining the way we think about the places where we live, work, and learn. As an internationally recognized mark of excellence, LEED provides building owners and operators with a framework for identifying and implementing practical and measurable green building design, construction, operations, and maintenance solutions. LEED certification provides independent, third-party verification that a building, home or community was designed and built using strategies aimed at achieving high performance in key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

LEVEL OF SERVICE (LOS): An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. LOS shall indicate the capacity per unit of demand for each public facility or performance measures for road traffic or stormwater facilities.

LOCAL ROAD: A roadway providing service, which is of relatively low traffic volume, short average trip length or minimal through traffic movements, and high-volume land access for abutting property.

INDUSTRIAL USE: Business activity which is predominantly connected with assembling or storage of small machine parts, electronics, and communications equipment where all activities are carried on within an enclosed building, and deliveries and pickups are made from enclosed trucks or vans. Industrial operations are typically of a size, scale, and character which are virtually indistinguishable from operations conducted in office buildings, commercial buildings, and commercial-office parks and complexes. The equipment used in the industrial manufacturing process does not include the use of large machines, generate significant emissions of toxic or regulated gases, or use bulk

chemical combinations. Industrial buildings typically do not have smokestacks and on-site bulk chemical mixing is not contemplated. Industrial business operations may not produce nuisances such as noise, heavy truck traffic, fumes, vibration, glare, or other criteria which would be incompatible with residential or upscale commercial use. Primary functions in Industrial Use relate to an activity other than manufacturing.

MANUFACTURED HOME: A dwelling unit fabricated in an off-site manufacturing facility for installation or assembly at the site, bearing a label certifying that it is built in compliance with the federal manufactured housing construction and safety standards, or inspected by an approved inspection agency conforming to the requirements of HUD, and bearing an insignia of approval.

MINOR ARTERIAL: A roadway which interconnects with and augments the urban principal arterial system.

MOTEL: A building, or series of buildings, being attached, semi-detached, or detached, in which sleeping rooms are offered for rent to the public, and where all charges for food, lodging, and accessory services are paid for by the renter, and where each unit has convenient exterior access to a parking space for the use of the unit's occupants. Access to sleeping rooms is from the exterior of the building as opposed to the interior. Except for a dwelling unit for the manager or caretaker, the rental sleeping rooms are primarily for the transient use of motor vehicle travelers who typically stay one night. These units may have limited kitchenette facilities (i.e., microwave, coffee maker, small sink, miniature refrigerator) for use by the occupants. Two motel sleeping rooms are equivalent to one residential unit.

MULTI-FAMILY DWELLING: multiple separate dwelling units contained within one building or several buildings excluding single family attached dwellings.

MULTIMODAL TRANSPORTATION SYSTEM: The system which provides safe and efficient movement of people, goods, and services by more than one mode of transportation.

NEIGHBORHOOD PARK: A park that serves the residents of a neighborhood and is accessible to bicyclists and/or pedestrians. It is designed to serve the population of a neighborhood in a radius of up to one-half mile. Neighborhood parks include any related recreational facilities and can be publicly or privately owned.

NET ACRE: "Net acre" means parcel area exclusive of public right-of-way and public property.

OBJECTIVES: Objectives, like goals, are end-states toward which effort is directed. The dictionary definition of the two terms makes them synonymous. However, for our purpose the term "objective" will be used to further define the goals. Objectives will be milestones toward achieving the end-state. Objectives can be defined on a number of levels, but the most important distinction is between quantitative and qualitative objectives.

OPEN SPACE: Areas open to the sky that are partly or completely covered with grass, trees, shrubs, other vegetation, or water, or if partially or completely paved serve to shape or enhance urban form or provide for public use. Open spaces have little to no vertical structures and can be publicly or privately owned. Open spaces include parks, transportation corridor parkways, vegetated buffers, shared use paths, plazas, courtyards, squares, and areas that provide stormwater management.

PARK: A site that provides opportunities to partake in active or passive recreational activities, including structures associated with a park's recreational activities.

PEAK HOUR PEAK DIRECTION CAPACITY: The maximum number of vehicles that can pass a given point in one direction on a road under given traffic and road conditions per the FDOT Quality/Level of Service Handbook in one hour.

PLAN: A plan is one of the methods for achieving the desired end-states described as goals and objectives. The term plan is often taken as meaning the same as objective, program, or strategy. For our purposes, the plan will be a graphic and narrative description of the end-state achieved when all goals and objectives are met. The usual narrative of a plan contains the statement of goals, objectives and policies, background characteristics and an articulation of programs and strategies to be used to implement the plan.

POLICIES: Policies are often confused with goals and objectives. Indeed, most objectives can be rewritten as policies and most policies can be rewritten as objectives. It is easy to distinguish the two, if one considers objectives to be static end-states and always written in the infinitive verb form: e.g., to be, to do, to provide. On the other hand, policies are guides to action that control present and future decision making. Policies are almost always written in the present or future-perfect tense with an auxiliary condition to the verb to express obligation, propriety, expediency and expected behavior. A policy is normally implemented by law, rule, procedure, or some other formal guide for action and is not discretionary but mandatory.

PRINCIPAL ARTERIAL: A roadway which serves the major centers of activity of urbanized areas, the highest traffic volume corridors. It carries most of the trips entering and leaving the urban area, as well as most of the through movements bypassing the central Village.

PROGRAM: For purposes here, a program is a sequence of efforts to achieve an objective in a specific substantive area, such as housing, recreation programs, etc. A program in its broadest definition is a sequence of efforts to be performed toward any objective or goal.

PUBLIC TRANSIT: Passenger services provided by public, private or non-profit entities such as the following surface transit modes: commuter rail; rail rapid transit; light rail transit; light guideway transit; express bus; and local fixed route bus.

RECREATIONAL USES: Areas and development used for leisure time activities and sports in an indoor or outdoor setting, including parks.

RESIDENT: A person who makes his or her home in a particular place for most of the year or for a portion of the year, including a seasonal resident.

RESIDENTIAL USES: Land uses consisting of dwelling units, including mobile and manufactured homes. Residential uses include assisted living facilities and group homes.

RESILIENCE: The capacity to cope with hazards and stresses in a timely and efficient manner by responding, adapting, and transforming in ways that restore, maintain, and even improve essential functions, structures, and identity, while retaining the capacity for growth and change. The concept of resilience is closely related to the concept of hazard mitigation.

RIGHT-OF-WAY: Land dedicated or required for transportation or utility use that a government entity owns in fee simple or over which it has an easement.

ROADWAY FUNCTIONAL CLASSIFICATION: The assignment of roads into categories according to the character of service they provide in relation to the total road network. Basic functional categories include limited access facilities, arterial roads, and collector roads, which may be subcategorized into principal, major or minor levels. Those levels may be further grouped into urban and rural categories.

SENIOR HOUSING: Age-restricted dwelling units for older adults, aged 55+, who are able to care for themselves.

SHARED USE PATH: A paved facility for use by pedestrians, bicyclists, and/or other users that is separated from vehicular traffic. Golf carts may be used on shared use paths in certain areas, under certain circumstances.

SINGLE FAMILY ATTACHED DWELLING: A single dwelling unit physically attached to other buildings, dwelling units, or structures through one or more shared walls.

SINGLE FAMILY DETACHED DWELLING: A single dwelling unit not physically attached to other buildings, dwelling units, or structures.

SOLID WASTE FACILITIES: The term "solid waste facilities" means structures or systems designed for the storage, collection, processing, recycling, or disposal of solid waste, including hazardous waste, industrial waste, construction and demolition waste, and biomedical waste. The term includes processing plants, recycling plants, disposal yards, landfills (of any class), compost areas (excluding residential backyard composting), composting facilities, construction and demolition debris recycling areas, construction and demolition debris recycling facilities, materials recovery facilities, monofils, solid waste combustors, solid waste disposal facilities, solid waste management facilities, tire recycling areas or facilities, volume reduction plants, waste tire collection centers, waste tire collectors, waste tire processing facilities, and waste tire sites.

STRATEGY: A strategy applied in this context is the marshalling of all efforts toward achieving all of the end-states embodied in objectives or policies in a manner where those efforts reinforce and support one another. A strategy is thus a comprehensive statement of policy and programs presented in a manner that achieves the desired end-states most efficiently and effectively.

SUSTAINABLE DEVELOPMENT: Development that meets present-day needs without compromising the ability of future generations to satisfy their own requirements. It aims to improve individuals' living conditions while preserving their environment in the short, medium and – above all – long term. The objective of sustainable development is threefold: development that is economically efficient, socially fair, and environmentally sustainable.

UTILITIES: The term "Utilities" means those facilities needed to serve, or which constitute a public or private utility. The term "Utilities" is limited to lines, valves, wells, water treatment plants, and injection wells which comprise a water service utility needed to serve North Palm Beach citizens; gravity mains, force mains, manholes, lift stations, monitoring stations, needed to serve North Palm Beach residents; electrical lines, poles, substations and transmission facilities which comprise an electric power utility needed to service North Palm Beach residents; lines, valves, and equipment which comprise a liquid gas utility infrastructure needed to serve North Palm Beach residents; lines, switching facilities, poles, communications towers, antennas and other appurtenances for telephone utility infrastructure to service North Palm Beach residents; and lines, hub facilities, and satellite earth station receiving facilities, and other appurtenances necessary to comprise a cable television utility to service North Palm Beach residents. Unless expressly indicated within a Future Land Use Element, the

word "utilities" will not include plants for electric, gas, or telephone service, or solid waste facilities.

ACRONYMS

AAA:	Adaption Action Areas
ADD:	Average Daily Demand
ASR:	Aquifer Storage and Recovery
AWWA:	American Water Works Association
BAS:	Biscayne Aquifer System
C-3:	Regional Business District
C-G:	General Commercial District
C-NB:	Northlake Boulevard commercial district
C-MU:	US-1 Mixed-Use District
C-T:	Transitional Commercial District
C-S:	Shopping Commercial District
CCCL:	Coastal Construction Control Line
CEMP:	Palm Beach County Emergency Management Plan
CIP:	Capital Improvement Program
CIS:	Capital Improvement Schedule
CO:	Certificate of Occupancy
CRA:	Community Redevelopment Agency
CSA:	Concurrency Service Area
CUP:	Consumptive Use Permit
D&A:	Data and Analysis
DERM:	Department of Environmental Resources Management
EAR:	Evaluation Appraisal Review
ECR:	East Central Regional
ERC:	Equivalent Residential Connection
ERP:	Environmental Resource Permit
ERU:	Equivalent Residential Units
FAC:	Florida Administrative Code
FAR:	Floor Area Ratio
FAS:	Florida Aquifer System
FAU:	Florida Atlantic University
FBC:	Florida Building Code
FDEP:	Florida Department of Environmental Protection
FDOC:	Florida Department of Commerce
FDOT:	Florida Department of Transportation
FEC:	Florida East Coast Railroad
FGBC:	Florida Green Building Coalition
FLU:	Future Land Use
FS:	Florida Statutes

GHG:	Greenhouse Gas
GOPS:	Goals, Objectives, Policies
GPCD:	Gallons per capita per day
GPM:	Gallons per minute
HDR:	High Density Residential (Land Use)
HUD:	U.S. Department of Housing and Urban Development
I-1:	Light Industrial District
IPARC:	Intergovernmental Plan Amendment Review Committee
ISBA:	Interlocal Service Boundary Agreement
kWh:	Kilowatt-hour
LDR:	Land Development Regulations
LEC:	Lower East Coast (Florida)
LED:	Light-emitting diode
LEED:	Leadership in Energy and Environmental Design
LMS:	Local Mitigation Strategy
LOS:	Level of Service
MDD:	Maximum Day Demand
MGPD:	Million Gallons Per Day
MPO:	Metropolitan Planning Organization
NGARL	Natural Groundwater Aquifer Recharge
NPDES:	National Pollutant Discharge Elimination System
OS :	Conservation and Open Space district
P:	Public (Land Use / Zoning District)
PBC:	Palm Beach County
PBCWUD:	Palm Beach County Water Utility Department
PDRP:	Post-Disaster Redevelopment Plan
PROS:	Public, Public Recreation, and Open Space (Land Use / Zoning District)
PSI:	Per square inch
PSIG:	Per square inch gauge
PUD:	Planned Unit Development
PWS:	Public Water Suppliers
R-1:	Single-family dwelling district.
R-2:	Multiple-family dwelling district
R-3:	Apartment dwelling district
SAS:	Surficial Aquifer System
SEFTC:	Southeast Florida's Transportation Council
SFMA:	South Florida Manufacturers Association
SFWMD:	South Florida Water Management District
SHIP:	State Housing Initiative Partnership
SIS:	State Intermodal System
SLOSH:	Sea, Lake, and Overland Surges from Hurricanes
SUA:	Seacoast Utility Authority
SWA:	Solid Waste Authority

TCEA:	Transportation Concurrency Exception Area
TCRPC:	Treasure Coast Regional Planning Council
TPA:	Transportation Planning Agency
TOD:	Transit Oriented Development (Land Use)
TRIP:	Transportation Regional Incentives Program
TSM:	Transportation System Management
UAW:	Unaccounted for water
UF:	University of Florida
URA:	Urban Redevelopment Area
USGS:	United States Geological Survey

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People & Places

Future Land Use
Annexation
Housing

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Future Land Use

Goals, Objectives, and Policies

Chapter 1: People and Places

Element 1



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GOALS, OBJECTIVES, AND POLICIES

~~3.1 INTRODUCTION~~

~~The Future Land Use element is required to be included within the Comprehensive Plan per requirements of state planning law and rule criteria. Specifically, Chapter 163.3177(6) (a), Florida Statutes, establishes the Future Land Use element requirement and Chapter 9J-5.006 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis, and support documentation necessary to form the basis for Future Land Use goal, OBJECTIVEs and policies is presented in Chapter 3 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~3.2 VILLAGE GOAL STATEMENT~~

~~Ensure that the current character of North Palm Beach is maintained, while allowing remaining vacant parcels to be developed and redeveloped in a manner consistent with present residential neighborhoods and commercial areas.~~

~~Further, ensure that the Village remains primarily a residential community offering: (1) a full range of municipal services; (2) diversity of housing alternatives consistent with existing residential neighborhoods; (3) commercial development opportunities compatible with established location and intensity factors; and (4) a variety of recreational activities and community facilities oriented to serving the needs and desires of the Village.~~

~~Various land use activities, consistent with these Village character guidelines, will be located to maximize the potential for economic benefit and the enjoyment of natural and man-made resources by residents and property owners, while minimizing potential threats to health, safety and welfare posed by hazards, nuisances, incompatible land uses and environmental degradation.~~

GOAL 1.0: Provide for the sustainable development and redevelopment of suitable and compatible land uses to preserve and promote quality of life while protecting its natural resources and maximizing economic benefits.

~~3.3 OBJECTIVES AND POLICIES~~

OBJECTIVE ~~1.A~~1.1: Future growth and development shall be managed through the preparation and adoption of land development regulations which: (1) coordinate future development with the appropriate natural features (i.e. topography, soil conditions, flood prone areas and natural habitats) and the availability of facilities and services; (2) prevent uses inconsistent with the ~~Village~~ Future Land Use Goal ~~Statement of~~ and Future Land Use Map Series; (3) require the maintenance of the Village building stock; ~~and~~ (4) discourage the proliferation of urban sprawl; and (5) promote energy-efficient land use patterns accounting for existing and future power generation and transmission systems.

POLICY 1~~.A.~~1.1: Maintain land development regulations that shall contain specific and detailed provisions required to implement the adopted Comprehensive Plan, and which as a minimum:

a. Regulate the subdivision of land;
b. Regulate the use and intensity of land development consistent with this element in a manner to ensure the compatibility of adjacent land uses consistent with the Future Land Use Map Series and provide for recreation and open space consistent with levels- of-service established in the Recreation And Open Space element by requiring all new developments to donate or provide SOA of the residential site for recreational purposes;
c. Protect designated environmentally sensitive lands; ~~designated on Figures 3A and 3B of the Future Land Use Map Series;~~
d. Regulate areas subject to seasonal and periodic flooding by requiring a minimum first floor elevation of 8.5 feet NGVD and a drainage system which meets adopted Level-of- Service Standards;
e. Regulate signage;
f. Ensure safe and convenient on-site traffic flow and vehicle parking needs;
g. Ensure that public facility, utility and service authorization has been procured prior to issuing any development order;
h. Provide that development orders and permits, consistent with ~~Policies 5.1 and 5.2 of~~ the Capital Improvements Element, shall not be issued which result in a reduction of the levels of service for the

affected public facilities below the Level-of-Service (LOS) Standards adopted in the Capital Improvements element ~~(Ref: Table 11-1);~~

i. Provide for the proper maintenance of building stock and property by continually updating and enforcing adopted building, housing and related codes;

~~j.~~ Designate an urban service area ~~(Ref: OBJECTIVE 6; Capital Improvements element);~~ and

k. Regulate the development of sites containing historic sites, as per the Future Land Use Map Series, to assure their protection, preservation and/or sensitive reuse.

POLICY 1~~.A.2~~1.2: An official zoning map shall be adopted and maintained which assures that the location and extent of non-residential land uses is consistent with the Future Land Use Map Series. Planning Areas may include non-residential uses such as schools, public facilities, other public facilities, and recreational uses, etc., as indicated on the Future Land Use Map Series and/or as allowed as special exception uses in the Village Zoning Code.

~~POLICY 1.A.3: Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential land use densities as indicated below.~~

~~a. Conservation/Open Space - Maximum of one unit per upland acre;~~

~~b. Low density residential - fewer than 5.80 residential units per gross acre;~~

~~c. Medium density residential - 5.81 to 11.0 residential units per gross acre; and~~

~~d. High density residential - 11.1 to 24.0 residential units per gross acre.~~

POLICY: 1~~.A.3~~1.3: The Village's Land Development Regulations shall conform to, and implement, the use, density and intensity standards as outlined on Table FLU-1 below:

Table FLU-1

FLU Designations	Uses Zoning Districts	Maximum Density andIntensity
Low Density Residential	R-1 – Single Family Dwelling District	Fewer than 5.80 residential units per gross acre
Medium Density Residential	R-2 – Multiple Family Dwelling District	5.81 to 11.0 residential units per gross acre
High Density Residential	R-3 – Apartment Dwelling District	11.1 to 24.0 residential units per gross acre.
Commercial	C-MU – US-1 Mixed-Mixed Use District C-S – Shopping Commercial District C-NB – Northlake BL. Commercial District C-3 – Regional Mixed-Use District C-T – Transitional Commercial District	See POLICY 1.1.4
Conservation	OS – Conservation & Open Space District	Maximum of one unit per upland acre
Educational	P – Public District	FAR: A maximum of 0.15
Recreation/Open Space	P – Public District R-2 – Multiple Family Dwelling District	Maximum of one unit per upland acre FAR: A maximum of 0.05 (nonresidential)
Public Buildings & Grounds	P – Public District	N/A
Other Public Facilities	R-2 – Multiple Family Dwelling District	N/A
Light Industrial/Business	I-1 – Light Industrial District	FAR: A maximum of 0.45.

FLU Designations	Uses Zoning Districts	Maximum Density andIntensity
Special POLICY Areas in Comp Plan.		See SPECIAL POLICY 1.5.1 through 20:

In any event, specific entitled residential densities within the ranges listed above shall be subject to the application of the site development criteria (e.g. setbacks, height limitations and site dedications, etc.) promulgated in the Village Land Development Regulations.

POLICY 1~~.A.4~~1.4: Land Development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for non-residential land use intensities as indicated below:

a. Location shall be in accordance with the Future Land Use Map. Commercial uses shall not be permitted within areas designated for residential development on the Future Land Use Map Series;
b. Maximum lot coverage ratio shall be governed by applicable land development regulations.
c. Maximum building height shall be governed by applicable land development regulations and shall be consistent with the Village of North Palm Beach Citizens' Master Plan Report, adopted by Resolution 2016-73 on October 27, 2016, and compatible with neighboring land uses; and
d. Adequate off-street parking and loading facilities.
e. Maximum Floor Area Ratios for non-residential land uses shall be established as follows:
~~1.~~Commercial, religious, and institutional/ land uses: A maximum of 0.70 for mixed-use development and 0.35 for all other non-residential land uses along U.S. Highway No. 1, north of the Parker Bridge; a maximum of 1.10 along U.S. Highway No. 1, from the Parker Bridge, south to Northlake Boulevard; a maximum of 0.70 along U.S. Highway No. 1, south of Northlake Boulevard; and a maximum of 0.70 along Northlake Boulevard and S.R. Alternate A-1-A. The following areas shall be

exempt from this requirement ~~to implement the 2016 Citizens' Master Plan~~:

- The Twin Village Mall site, and subject to the latest land development regulations of the C-3 zoning district, which have been was jointly developed by the Village and the Town of Lake Park.
- The C-MU zoning district along U.S. Highway No. 1, updated in accordance with the Citizens' Master Plan.
- Other key redevelopment sites that are explicitly identified in the Village's land development regulations to carry out the Citizens' Master Plan.

~~2.Educational Uses: A maximum of 0.15;~~

~~3.Recreation and Open Space Uses: A maximum of 0.05~~

~~4.Light Industrial/Business Uses: A maximum of 0.45.~~

POLICY 1~~.A.5~~1.5: Land development regulations shall contain performance standards which address:

a. Buffering and open space requirements;
b. Landscaping requirements; and
c. A requirement for the environmental assessment of development proposals, including eliminating exotic plant species.

POLICY 1~~.A.6~~1.6: Land development regulations shall contain planned unit development provisions which allow design flexibility within projects under unity of title or unity of control as a means of preserving natural resources ~~delineated on Figures 3A and 3B~~ and protecting Conservation Use lands designated on the Future Land Use Map.

POLICY 1~~.A.7~~1.7: Future development shall be permitted only when central water and wastewater systems are available or will be provided concurrent with the impacts of development.

POLICY 1~~.A.8~~1.8: Residential subdivisions shall be designated to include an efficient system of internal circulation, including the

provision of collector streets to feed traffic to arterial roads and highways.

POLICY 1~~.A.9~~1.9: In 2020, the Village revised its land development regulations and this Comprehensive Plan to implement the provisions and guiding principles of the Village of North Palm Beach Citizens' Master Plan Report, adopted by Resolution 2016-73 on October 27, 2016.

POLICY 1.1.10: All proposed development shall be compatible with adjacent land uses and consisting with the property's land use designation and zoning district.

OBJECTIVE 1.~~B~~2: The Village desires to enhance certain aging commercial corridors that have a Commercial Future Land Use designation, into walkable and bikeable centers of vibrant activity. Current business uses along these corridors will be supplemented with new residential and mixed-use development. ~~as described in POLICY 1.B.4~~.

POLICY 1.~~B.1~~2.1: The following use and intensity standards shall be used to promote land use efficiency in mixed-use infill and redevelopment activities, and determine maximum development potential on a given parcel of land:

1. Maximum development potential: Maximum commercial development potential is subject to the floor-area limitations established in POLICY 1~~.A.4~~1.4, subject to the application of the Village's land development regulations.
2. Permitted uses: Permitted uses shall be specified in each zoning district that allows mixed-use development ~~(see POLICY 1.B.4)~~.
3. Residential density: Dwelling units in Commercial designations shall not exceed a density of 24 units per acre or as further limited by zoning district regulations. Developments that qualify for the workforce housing density bonus described in POLICY ~~1.B.2~~ 1.2.2 may construct up to 12 additional units per acre).
4. Height limitations: The maximum height shall be limited to that allowed by the underlying commercial or mixed-use zoning district.

POLICY 1~~.B.~~2.2: Workforce housing density bonus: The maximum residential density of a mixed-use development shall be increased from 24 to 36 units per acre provided that either: (a) bonus units are constructed on-site; or (b) funding is provided to assist in ~~are~~ a workforce housing program in another jurisdiction or an appropriate alternative, as determined by the Village of North Palm Beach. If alternative (a) is selected, 50% of the bonus units shall qualify for any of the four (4) eligible income group categories based on Average Median Income (AMI) set forth in the County's Workforce Housing Program income guidelines. No more than 50% of the workforce housing units shall be in the 120-140'/o category. If alternative (b) is selected, an amount equal to 5% of the cost of the vertical construction of the bonus units shall be contributed to the Palm Beach County Affordable Housing Trust Fund, or other appropriate alternative, as determined by the Village of North Palm Beach.

POLICY 1~~.B.~~2.3: Assisted Living Facilities, as defined in Section 429.02(5) of the Florida Statutes and licensed by the Florida Agency for Health Care Administration may be permitted as mixed-use developments through the commercial planned unit development approval process, or the special exception process if authorized by the Village's land development regulations, subject to the following use and intensity standards: *

1. A mixed-use Assisted Living Facility shall provide assistance with activities of daily living, as defined in Section 429.02(1) of the Florida Statutes and special care for persons with memory disorders, as regulated by Section 429.178 of the Florida Statutes.
2. Required uses: Each mixed-use Assisted Living Facility shall contain a residential component, together with a non-residential component consisting of administrative offices, central kitchen and communal dining facilities, and separate or shared spaces for the provision of medical, recreation, social, religious, and personal services.
3. Mix of required uses: The residential component shall comprise a minimum of 50% and the non-residential component shall comprise a maximum of

200 of the gross floor area of a mixed-use Assisted Living Facility.

4. Maximum floor area: Maximum mixed-use Assisted Living Facility development potential is subject to the floor-area limitations established in POLICY ~~1.A.4~~1.4, subject to the application of the Village's land development regulations.
5. Maximum resident occupancy: The residential density of a mixed-use Assisted Living Facility may be increased by the Village Council to an equivalent of 24 units per acre. The maximum resident occupancy shall then be determined by multiplying the equivalent residential density by 1.97 residents per unit. Maximum resident occupancy shall be determined on a project-by-project basis based upon an assessment of site characteristics and the application of Village land development regulations.
6. Height limitations: The maximum height of a mixed-use Assisted Living Facility shall be determined by the application of POLICY ~~1.B.1.6.~~ 1.2.1
7. Waivers for reductions in minimum dwelling unit size and parking requirements may be requested during the commercial planned unit development or other authorized approval process.

POLICY 1~~.B.~~2.4: Residential and mixed-use developments may be approved in areas with a Commercial Future Land Use designation in order to achieve a mixed-use development pattern. The Village may use any of the following mechanisms to achieve the desired pattern:

- The mixed-use provisions in the C-MU zoning district along US. Highway No. 1 between Yacht Club Drive and the Earman River, which are intended to evolve that district into a mixed-use development pattern that remains predominately commercial along US Highway No. 1.
- The mixed-use provisions in the C-T zoning district in the southwest portion of the Village.
- The commercial planned unit development process in other zoning districts.

OBJECTIVE ~~2~~1.3: Development and redevelopment activities shall be undertaken in a manner to ensure the protection of natural and historic resources and the Village character as prescribed in the Future Land Use Element Goal ~~Statement~~ and the Village Character Statement ~~(Ref: Chapter 2.0).~~

POLICY ~~2.~~1.3.1: The developer/owner of any site shall be responsible for the on-site management of stormwater runoff in a manner so that post-development runoff rates, volumes and pollutant loads to not exceed pre-development conditions and preserve existing natural drainage features, as per Chapters 40E-4, 40E-40 and/or 40E-41, Florida Administrative Code.

POLICY ~~2.2~~1.3.2: The Village land development regulations shall regulate business activities which have the potential to contaminate land and water resources by requiring said businesses to notify the Palm Beach County Department of Environmental Resources Management regarding the storage, use and/or disposal of potentially hazardous or toxic substances.

This requirement shall be implemented by the Village through the Palm Beach County Wellfield Protection Ordinance ~~(Ref: Section 9.3, Palm Beach County Unified Land Development Code).~~

POLICY ~~2.3~~1.3.3: The Village shall encourage, through its participation on the Seacoast Utility Authority Governing Board, protection of potable water wellfields by regulatory authorities having land use jurisdiction in aquifer recharge areas serving Seacoast Utility Authority systems.

POLICY ~~2.4~~1.3.4: The clearing of any wetlands vegetation or land assigned a Conservation Land Use Category on the Future Land Use Map Series shall not be approved by the Village until such time that appropriate permits have been procured, by the developer, from the Palm Beach County Environmental Resources Management or Health Departments and the Florida Department of Environmental Protection.

~~POLICY 2.5: At the time of each required Evaluation and Appraisal Report and Comprehensive Plan update, the Village shall~~

~~consider the need for the identification, designation and protection of additional historically significant properties under the provisions of the Standard Housing Code.~~

POLICY ~~2.6~~1.3.5: Within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan, the Village shall update the Water Supply Facilities Work Plan to determine whether or not adequate water supply is available to meet projected needs of the ensuing 10-year period.

OBJECTIVE ~~3~~1.4: All development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet Level of Service (LOS) standards are available concurrent with the impacts of the development. Further, require that all on-site lands for rights-of-way, easement, etc., be conveyed to the proper authority prior to the issuance of building permits.

POLICY ~~3.~~1.4.1: The development of residential and commercial land shall be timed and staged in conjunction with the provision of supporting community facilities, such as streets, utilities, police and fire protection service, emergency medical service, and public schools.

POLICY ~~3.2~~1.4.2: Public facilities and utilities shall be located to: (1) ~~M~~maximize service efficiency; (2) minimize public costs; and (3) minimize impacts upon the natural environment.

POLICY ~~3.3~~1.4.3: Remaining properties currently not utilizing central water and wastewater systems shall be governed by the provisions of:

(1) Chapter 381~~.272,~~ Florida Statutes;
~~(2) Chapter 10D-6,~~ Florida Administrative Code; and
(3) Palm Beach County Environmental Control Rule - 1. These codes regulate the use and installation of individual sewage disposal systems.

POLICY ~~3.4~~1.4.4: The Village shall update its population projections at the time of the approval of a Comprehensive Plan

amendment or development order permitting an increase in residential units.

OBJECTIVE 1.5: Special land use policies shall be developed by North Palm Beach when necessary to address site-specific issues related to implementing the ~~Village Goal Statement~~ Future Land Use Goal. Refer to the Future Land Use Map ~~Atlas~~ for parcel locations which are the subject of specific special policies.

SPECIAL POLICY 1.5.1: Historic properties with an assigned Florida Master Site File reference number shall be identified on Planning Area maps located in the Future Land Use Map Atlas.

SPECIAL POLICY 1.5.2: Utilize the mixed-use provisions of the Village's Commercial Planned Unit Development (CPUD) Ordinance as a means of developing the property delineated as "SPECIAL POLICY 1.5.2 on ~~Map 2 of~~ the Future Land Use Map Atlas in a transition mode from Commercial (i.e. compatible to the C-B Zoning District) to Residential (i.e. compatible to the R2 Zoning District) running from U.S. Highway No. 1 east to Lake Worth. Maximum gross density shall not exceed 10-11 DU/AC. Non- residential development pods shall comply with the Floor-Area-Ratio standards listed in POLICY 1.1.4 of the Future Land Use element. Development of the property shall be subject to the Village Council approval of site plan and PUD applications. The following uses shall be excluded from this development: (1) Golf club and its accessory uses such as restaurant, bar, driving range and equipment store; (2) bowling alley; (3) filling stations; (4) dry cleaning plants; (5) mobile home park; and (6) adult entertainment establishment.

SPECIAL POLICY 1.5.3: As a means of preserving native vegetative species in Planning Area 6A, encourage the use of the Planned Unit Development by allowing the clustering of residential units in defined buildable areas (i.e. all areas in Planning Area 6A are as "buildable", with the exception of those delineated ~~on Figure 3-3~~ as conservation.

SPECIAL POLICY 1.5.4: Require alt new developments in Planning Areas 1 and 6A to perform an environmental assessment to

define potential impacts upon the viability of vegetative species and/or habitats. ~~delineated on Figure 3~~. The impact assessment shall include necessary techniques and/or controls to maintain species and/or habitats in their current condition or mitigate potential impacts.

SPECIAL POLICY 1.5.5: (Reserved).

SPECIAL POLICY 1.5.6: As a means of enhancing the commercial character of the area along Northlake Boulevard through renovation and/or redevelopment, maintain a waiver process which may allow~~s~~ proposed projects to depart from the strict interpretations of the Zoning Code if, after review by the Village, it is found that said projects are in compliance with the North Palm Beach Comprehensive Plan and meet standards in the Zoning Code.

SPECIAL POLICY 1.5.7: The Village shall review proposed Future Land Use Map Series amendments to determine whether or not they discourage the proliferation of Urban Sprawl based upon the application of standards contained in Chapter 9J-5, F.A.C. ~~(No Future Land Use Map Atlas reference.)~~

SPECIAL POLICY 1.5.8: Residential development on the property delineated as “SPECIAL POLICY 1.5.8" on ~~Map 6A of~~ the Future Land Use Map Atlas shall be limited to a maximum of 98 residential units.

SPECIAL POLICY 1.5.9: Residential development on the property delineated as “SPECIAL POLICY 1.5.9" on ~~Map 6A of~~ the Future Land Use Map Atlas shall be limited to a maximum of 232 residential units.

SPECIAL POLICY 1.5.10: Residential development on the property delineated as “SPECIAL POLICY 1.5.10" on ~~Map 6A of~~ the Future Land Use Map Atlas shall be limited to a maximum of 184 residential units.

SPECIAL POLICY 1.5.11: Residential development on the property delineated as “SPECIAL POLICY 1.5.11" on ~~Map 6A of~~ the Future

Land Use Map Atlas shall be limited to a maximum of 108 residential units.

SPECIAL POLICY 1.5.12: Residential development on the property delineated as "SPECIAL POLICY 1.5.12" on ~~Map 2 of~~ the Future Land Use Map Atlas shall be limited to the existing 197 residential units.

SPECIAL POLICY 1.5.13: Residential development on the property delineated as "SPECIAL POLICY 1.5.13" on ~~Map 7 of~~ the Future Land Use Map Atlas shall be limited to the existing 48 residential units.

SPECIAL POLICY 1.5.14: Residential development on Planning Area 1 shall be clustered in the least environmentally sensitive portion of the parcel which is the subject of an application for a development order. ~~(No Future Land Use Map Atlas reference.)~~

SPECIAL POLICY 1.5.15: Year-round, permanent resident residential development within the area defined by the current extent of John D. MacArthur Beach State Park shall be limited to that provided for Park personnel. ~~(No Future Land Use Map Atlas reference.)~~

SPECIAL POLICY 1.5.16: The 0.43-acre lot located at the southwest corner of Prosperity Farms Road and Honey Road ~~(Map 5 of the Future Land Use Map Atlas)~~ shall be assigned a Commercial Future Land Use Map designation in order to support its current use. The current use may be maintained consistent with the provisions of Sections 45- 63 (non-conforming uses) and 45-64 (non-conforming structures) of the Village Code; however, any future change in use shall be consistent with those uses permitted in the C-T transitional Commercial District.

SPECIAL POLICY 1.5.17: Non-residential land uses within Protection Zone 4 of the Richard Road wellfield ~~(Ref: Map 5, 6B, and 7 of the Future Land Use Map Atlas)~~ which store, handle, use or produce any regulated substance are prohibited, unless they qualify as a general exemption or receive an operating permit from Palm Beach County ERM, pursuant to Section 9.3 of the Palm Beach County Land Development Code.

SPECIAL POLICY 1.5.18: Residential development on the property delineated as "SPECIAL POLICY 1.5.18" on ~~Map 3B of~~ the Future Land Use Map ~~Atlas~~ shall be limited to a maximum of 16 residential units.

SPECIAL POLICY 1.5.19: Public School development on the property delineated as SPECIAL POLICY 1.5.19 on ~~Map 4b of~~ the Future Land Use Map ~~Atlas~~ shall be limited to a maximum 0.35 Floor-Area-Ratio.

SPECIAL POLICY 1.5.20: The Northlake Boulevard Overlay Zone is illustrated on ~~Maps 3C and 5 in~~ the Future Land Use Map Atlas. Development and redevelopment activities are subject to the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor. (relocated from POLICY 3.5.4)

OBJECTIVE ~~4~~1.6: The Village shall coordinate with appropriate governments and agencies to minimize and mitigate potential mutual adverse impacts of future development and redevelopment activities.

POLICY ~~4.~~1.6.1: Requests for development orders, permits or project proposals shall be coordinated by the Village, as appropriate, with adjacent municipalities by participating in IPARC, ~~Metropolitan Planning Organization~~ and through intergovernmental coordination with the Transportation Planning Agency, Palm Beach County, School District of Palm Beach County, Treasure Coast Regional Planning Council, Special Districts, South Florida Water Management District and state and federal agencies.

POLICY ~~4.2~~1.6.2: All future high density residential development, with the following exceptions, shall be directed to areas west of U.S. Highway No. 1 as a means of coordinating coastal area population densities with the County Hurricane Evacuation Plan:

1. Properties located east of U.S. Highway No. 1 that are currently assigned a High-Density Residential future land use designation;
2. Properties that have frontage on and access to the east side of U.S. Highway No. 1, provided a determination is made by the Village, based upon a

professionally competent study, that the hurricane evacuation provisions of F.S. 163.3178(9)(a) are complied with.

POLICY ~~4.3~~1.6.3: Although there are currently no resource planning and management plans prepared pursuant to Chapter 380, Florida Statutes, in effect within North Palm Beach, the Village shall participate in the preparation and implementation of said plans should they become necessary.

POLICY ~~4.4~~1.6.4: In the event of a proposed future annexation of sufficient size to site a school, or co-locate a school with public facilities (e.g. parks, libraries, and community centers), the Village shall coordinate with the Palm Beach County School Board to determine the need for an additional school site in the area. If it is determined that there is a need, and that a school site can be accommodated, the proposed annexation shall provide for the school site.

POLICY ~~4.5~~1.6.5: The Village shall promote mixed-use development along its major transportation corridors and cooperate with Palm Beach County to develop new and improved forms of transit as a means of reducing greenhouse gas emissions resulting from traffic congestion.

POLICY ~~4.6~~1.6.6: During the review of any development or redevelopment proposal, the Village shall determine the feasibility of cross-access with neighboring parcels as a means to promote more efficient travel.

POLICY ~~4.7~~ 1.6.7: The Village shall educate the public regarding the placement and maintenance of canopy trees and other landscape materials to strategically provide shade and reduce energy consumption.

OBJECTIVE ~~6~~1.7: The Village shall encourage infill development and redevelopment along the Northlake Boulevard and U.S. Highway No.1 corridors.

POLICY ~~6.~~1.7.1: Development and redevelopment activities in the Northlake Boulevard Overlay Zone, ~~as illustrated on Figure 3-8~~,

shall conform with the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor as well as the requirements of the Village's Comprehensive Plan and underlying zoning districts.

POLICY ~~6.2~~1.7.2: Mixed-use development and redevelopment is encouraged along the U.S. Highway No.1 corridor by the Village through the provisions of the C-MU and C-T and may also be permitted through the commercial planned unit development approval process, consistent with the density and intensity criteria stated in OBJECTIVE ~~1.B~~1.2.

POLICY ~~6.3~~1.7.3: Development and redevelopment activities shall be transit-ready by maintaining access to Palm Tran, pedestrian accessibility by sidewalks and bikeways, and connectivity with neighboring residential and commercial areas.

OBJECTIVE 1.8: To encourage sustainable infill development and redevelopment by protecting the quality of life, character, and identity of the Village.

POLICY 1.8.1: Infill and Redevelopment opportunities shall be maximized to achieve the consolidation of small lots into larger redevelopment parcels, where feasible.

POLICY 1.8.2: Redevelopment opportunities shall be maximized through use of mixed land use designations that permit a flexible mix of multi- family residential and compatible non-residential uses.

POLICY 1.8.3: Redevelopment with commercial or office uses in locations that are presently devoted to residential uses but would be more suitable for commercial or office uses, shall be encouraged through use of mixed land use designations

POLICY 1.8.4: Design guidelines for infill and redevelopment shall be considered by the Village to protect the Village identity and character.

POLICY 1.8.5: Green development and redevelopment practices shall be encouraged by the Village to strengthen resiliency and protect the environment.

OBJECTIVE 1.9: The Village shall encourage the protection and enhancements of its tree population for the purpose of maintaining the natural environment and its character.

POLICY 1.9.1: The Village shall consider the creation of an Urban Forestry Plan.

POLICY 1.9.2: Appropriate locations and tree species shall be chosen for planting in right of way areas. Guidelines such as those provided by the Florida Division of Forestry and National Arborist Association shall be used to determine appropriate locations. At minimum, locations for tree plantings and the type of tree species planted shall consider the impacts on traffic, intersection visibility, soil type, power lines, adjacent trees and the preference of adjacent property owners.

POLICY 1.9.3: The Village shall consider programs that utilize xeriscape principles in conjunction with native plants and trees in public rights-of-way and other public lands, whenever practical, thereby conserving water, improving habitat for urban wildlife, conserving Central Florida flora, and improving the Village's aesthetic appeal and environmental quality.

POLICY 1.9.4: Consider street trees as infrastructure to preserve and protect them as community assets, and develop policies to achieve preservation.

POLICY 1.9.5: Encourage additional planting of trees to strengthen the character and aesthetic of its residential neighborhoods and commercial areas.

POLICY 1.9.6: The Village shall encourage the public to plant and maintain species native to this region through a public education program identifying soil types and native plants suitable to each.

POLICY 1.9.7: The Village shall encourage the protection of existing trees by creating mitigation provisions in its land

development regulations for its residential and commercial land use districts.

POLICY 1.9.8: All development and major renovations shall be encouraged to provide shade trees along sidewalks to encourage pedestrian activity and create scenic corridors in neighborhoods and commercial districts.

POLICY 1.9.9: Consider providing incentives to developers to preserve trees and natural resources and to encourage additional tree plantings and green areas.

POLICY 1.9.10: Continue to promote and enhance the Village's Tree and Landscape Regulations as a key element in retention and provision of private plant materials to support sustainable development principles of tree preservation, and minimal impact to the existing site resources.

~~3.4. FUTURE LAND USE CLASSIFICATION SYSTEM~~

~~The land use Classification System presented on Table 3-1 is adopted as the " Future Land Use Classification System" of the Village of North Palm Beach. Subject to the land use compatibility and application review provisions of Section 163.3208, Florida Statutes, and electric distribution substations are permitted in all land use categories listed in Table 3-1 except Conservation/ Open Space.~~

~~3.5 FUTURE LAND USE MAP SERIES~~

~~3.5.1 Future Land Use Maps~~

~~Village of North Palm Beach Planning Areas are delineated on Figure 3-1, while 2020 Future Land Use Plan is displayed on Figure 3-2. Recreation/ Open Space areas are identified on Figure 3-2; however, due to their character and Village- wide appeal, the delineation of specific service areas is not appropriate. Each facility is deemed to serve the Village as a whole.~~

~~3.5.2 Future Land Use Map Atlas~~

~~For the purposes of identifying properties subject to the conditions of a special POLICY described in Objective 5 and tracking Future Land Use Map amendment and annexation activities, the Village of North Palm Beach Future Land Use Map Atlas, on file with the Village Clerk, is hereby incorporated by reference.~~

~~Designated historic districts or significant properties meriting protection within the Village, along with appropriate Florida Master File references are located, as appropriate, on Maps 1-7 of the Future Land Use Map Atlas.~~

~~3.5.3 Natural Resource Maps~~

~~The following natural resources data are exhibited on Figures 3-3 through 3-7:~~

~~1. Natural Habitat, Wetlands, Coastal Vegetation and Beaches (Ref: Figure 3-3 and Tables 3-2 and 3-3);~~
~~2. Surface Water Features (Ref: Figure 3-4);~~
~~3. Generalized Soils Map (Ref: Figure 3-5 and Table 3-4);~~
~~4. Flood Zones (Ref: Figure 3-6 and Table 3-5); and~~
~~5. The Coastal High Hazard Area (Ref: Figure 3-7), defined as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.~~

~~There are no existing or planned potable water wells in the Village of North Palm Beach, nor are there any minerals of determined value. A portion of the Village, within Planning Area 5, is located within Protection Zone 4 of the Richard Road wellfield. The extent of Protection Zone 4 within Planning Area 5 is indicated on Maps 5, 6B and 7 of the Future Land Use Map Atlas.~~

~~3.5.4 Northlake Boulevard Overlay Zone Map~~

~~The Northlake Boulevard Overlay Zone is illustrated on Maps 3C and 5 in the Future Land Use Map Atlas. Development and redevelopment activities are subject to the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor.~~

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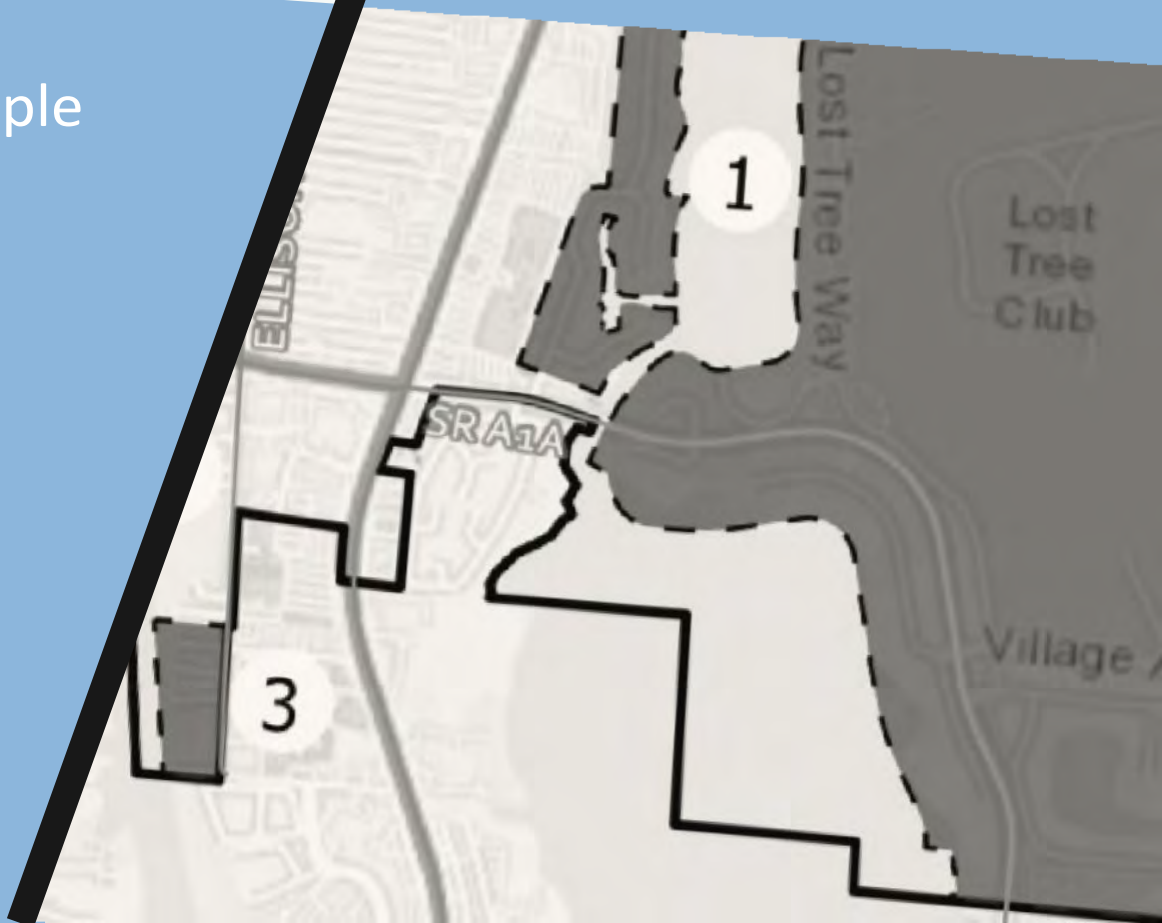
Annexation

Goals, Objectives, and Policies

Chapter 1: People and Places

Element 2



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GOALS, OBJECTIVES, AND POLICIES

~~13.0 ANNEXATION~~

~~13.1 INTRODUCTION~~

~~The Annexation element is not required by the Florida Legislature. However, Chapter 163.3177, (7) (k), Florida Statutes permits a local government to include additional elements, which are deemed necessary by the local government, upon recommendation of the Local Planning Agency (LPA). The Village Planning Commission, acting as the Local Planning Agency (LPA), as part of the Evaluation and Appraisal Report (EAR) process, recommended that an optional Annexation Element be added to the Comprehensive Plan.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for the Annexation goal, OBJECTIVEs and policies is presented in Chapter 1: Major Issues Analysis of the 2006 Village of North Palm Beach Evaluation And Appraisal Report.~~

~~13.2 VILLAGE GOAL STATEMENT~~

GOAL 1.0: Annex areas through a process that considers the effects upon public services, as well as benefits to the Village as a whole, and ensures that development within the annexed area is consistent with the North Palm Beach Comprehensive Plan.

~~13.3 OBJECTIVES AND POLICIES~~

OBJECTIVE: ~~1.3.1~~1.0: The North Palm Beach Annexation Area shall be within officially designated geographic boundaries as established by the Village Council.

POLICY: ~~13.1.1~~1.1.1: The North Palm Beach Annexation Area shall consist of the ~~area~~ unincorporated sections ~~defined~~ indicated on ~~Figure 13-1~~ the North Palm Beach Annexation Map~~. The Annexation Area defines the area in which~~ that the Village ~~of North Palm Beach~~ shall actively pursue~~.~~ ~~annexation actions.~~

POLICY ~~13.1.2~~1.1.2: North Palm Beach Annexation Area ~~are depicted on Figure 13-2, Target Areas~~ shall be used as the basis to define specific Village annexation policies and programs.

POLICY: ~~13.1.3~~1.1.3: Avoid the creation of an “enclave” or “pocket" of unincorporated area when annexing parcels of land; however, an annexation may occur if it is determined by Palm Beach County that a reduction of an “enclave" or “pocket” would occur as a result of an annexation.

OBJECTIVE ~~13.2~~1.2: Annex areas within the designated Annexation Area that can be economically provided with municipal services and will serve to enhance the Village’s fiscal condition.

POLICY: ~~13.2.1~~1.2.1: At the discretion of the Village Manager, an applicant for annexation may be required to provide a fiscal impact analysis statement demonstrating that such annexation is fiscally responsible and in the best interests of North Palm Beach.

POLICY: ~~13.2.2~~1.2.2: Implement plans for the extension of community facilities at the time annexed areas are developed. Upon a determination that improvements are necessary, the Village shall amend the Five-Year Schedule of Improvements, including a funding source, to program any improvements necessary to maintain adopted level-of-service standards.

OBJECTIVE ~~13.3.~~1.3: Utilize the range of annexation options available to the Village under Florida law, including voluntary and involuntary alternatives, as appropriate, in order to maintain the integrity of existing neighborhoods, and promote logical municipal service delivery.

POLICY ~~13.3.1~~1.3.1: Should annexation of residential properties occur in the area west of Ellison Wilson Road, in Target Area 2, an RM- Medium Density Residential Future Land Use Map designation shall be applied.

POLICY ~~13.3.2~~1.3.2: Coordinate with Palm Beach Gardens to de-annex the Ellison Wilson Road right-of-way and "flag lot” located in Target Area 2b from the City so that they may be incorporated, via annexation, within North Palm Beach.

POLICY 1.3.3: The Village shall initiate negotiations with Palm Beach County to create an Interlocal Service Boundary Agreement in

accordance with Chapter 171, Part II, Florida Statutes to facilitate and coordinate annexation within the Future Annexation Area.

POLICY 1.3.4: The Village shall support and participate in "Joint Planning Agreements", between adjacent municipalities and the County pursuant to Chapter 163, F.S.

POLICY 1.3.5: All requests for annexations shall be coordinated with Palm Beach County and neighboring communities.

OBJECTIVE: ~~13.4~~1.4: The Village shall encourage economic growth by diversifying the property tax base through annexation.

POLICY ~~13.4.1~~1.4.1: Encourage the annexation of appropriately located areas that will increase the Village's supply of commercial land.

POLICY ~~13.4.2~~1.4.2: Add to the land use diversity of North Palm Beach by incorporating light industrial/business land uses through annexation in Target Area 4b, in the area west of the Florida East Coast (FEC) Railroad right-of-way. At the time of annexation of properties in Target Area 4b, a Light Industrial/Business land use category~~, per Table 3-1 of the Future Land Use Element shall be among those considered.~~

Further, related density and intensity standards for the Light Industrial/Business land use category shall be incorporated within POLICY ~~1.A.4~~ 1.4 of the Future Land Use Element.

POLICY 1.4.3: The Village shall maintain a proactive approach to annexation.

~~OBJECTIVE: 13.5.~~ POLICY 1.4.4: Annexation initiatives shall be in accordance to Palm Beach County review and approval process and in compliance with Chapter 171 Florida Statutes.

POLICY 1.4.5. The following procedure shall be followed in order to administratively review and evaluate annexation proposals prior to formally accepting an annexation application.

1. Preliminary meeting or meetings with homeowners and/or property owners to determine the level of interest in annexing to North Palm Beach.

2. Preparation of a preliminary staff annexation report consistent with the requirements of Florida Statutes, Chapter 171.
3. Meeting with the Palm Beach County Planning Division and/or Attorney to determine whether or not there any objections to the annexation.
4. Site inspection to determine the following: (1) Compliance with the Village's land development regulations; (2) evidence of any existing code violations and (3) evidence of needed infrastructure insufficiencies or repairs.
5. Review and comment by Village operating departments regarding the potential service impacts of the proposed annexation.

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Housing

Goals, Objectives, and Policies

Chapter 1: People and Places

Element 3



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GOALS, OBJECTIVES, AND POLICIES

~~5.0 HOUSING~~

~~5.1 INTRODUCTION~~

~~The Housing element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6)(f), Florida Statutes, establishes the HOUSING element requirement and Chapter 9J-~~

~~5.010 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Housing Goal, Objectives and Policies is presented in Chapter 5 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999 Village of North Palm Beach Evaluation and Appraisal Report dated 2007, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~5.2 VILLAGE GOAL STATEMENT~~

GOAL 1.0: ~~Ensure the provision of safe, decent and sanitary housing and living conditions in designated residential neighborhoods consistent with: (1) density levels indicated on the FUTURE LAND USE Maps Series; and (2) the current residential character of the Village and individual Planning Areas. Further, ensure that character of new housing stock remains consistent with that currently in evidence while accommodating the needs of projected population levels~~. To achieve a diverse supply of housing stock for homeowners and renters while assuring that all current and future citizens have safe, decent, sanitary, and sustainable housing and living conditions without jeopardizing the residential character of the Village and individual Planning Areas.

~~5.3 OBJECTIVES AND POLICIES~~

OBJECTIVE 1.1: Conserve existing standard condition housing stock and residential neighborhoods by assuring that substandard housing conditions are prevented.

POLICY 1.1.1: Adopt, and maintain, minimum housing regulations that shall contain specific and detailed provisions necessary to implement the adopted Comprehensive Plan and which, at a minimum:

a. Require all new development or redevelopment to be served by central sanitary sewer, and water supply within the urban service area, and heating

and cooking and garbage disposal facilities throughout the Village;

b. Establish minimum requirements for light and ventilation;

c. Establish minimum requirements for electrical systems;

d. Establish general requirements for the exterior and interior of structures; and

e. Establish minimum dwelling space and sanitary requirements.

POLICY 1.1.2: Adopt, and maintain, administrative and enforcement procedures necessary to implement minimum housing regulations and which, at a minimum:

~~a. Designate a Village housing official;~~

~~b.~~ a. Establish the following definitions of housing condition:

- Standard Condition - A residential structure meeting all minimum standards for basic equipment and facilities, as set forth in ~~the Standard Housing Code, 408S 1997 Edition.~~ Article I. - Property Maintenance Standards of the Village Code.
- Substandard Condition - A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in ~~the Standard Housing Code, 1997 edition,~~ Article I. - Property Maintenance Standards of the Village Code, as determined by the ~~Housing Official~~ Community Development Director, where the costs of rehabilitation, renovation or code compliance are valued at less than 50% of the total value of the structure.
- In Need of Replacement - A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in ~~the Standard Housing Code, 1997 Edition,~~ Article I. - Property Maintenance Standards of the Village Code, as determined by the ~~Housing Official~~ Community Development Director, where costs of

rehabilitation, renovation or code compliance are valued at greater than 50% of the total value of the structure.

b. Establish administrative procedures to require rehabilitation and/or demolition of housing, if necessary.

POLICY 1.1.3: Promote the elimination of blighting influences in residential areas and the improvement of substandard housing conditions.

POLICY 1.1.4: Residential areas shall be adequately buffered from incompatible nonresidential uses and provide sensitive transitions between neighborhoods to eliminate any adverse effects to residents.

POLICY 1.1.5: Continue to promote the design of complete and well-structured neighborhoods whose physical layout and land-use-mix promote walking, biking, and transit; reduce vehicle trips; foster community pride; enhance neighborhood identity; and ensure public safety and resiliency.

POLICY 1.1.6: Require new development, both private and public, to respect and respond to existing physical characteristics — buildings, streetscapes, open spaces, etc. — that contribute to the overall character and livability of the neighborhood.

POLICY 1.1.7: Protect the character and integrity of residential neighborhoods.

POLICY 1.1.8: Consider preparing neighborhood plans aiming to enhance the quality of life of residents by improving walkability, lighting, landscaping, signage, infrastructure and other elements that contribute to the character and identity of the Village.

OBJECTIVE 1.2: ~~Code enforcement activities shall be maintained through annual windshield inspections by the Public Services Department, oriented to conserving 100% of the current "Standard Condition" housing stock. However, if the identification of residential structures in need of rehabilitation or demolition as a result of an unforeseen disaster (e.g. fire, hurricane, etc.) is necessary, the definitions of "Standard", "Substandard" and "In Need of Repair" (Ref: POLICY 1.2) shall be used as the basis for defining rehabilitation or demolition needs. Further, the designation of historical housing shall be used as a method to conserve housing stock.~~ To identify residential structures that need rehabilitation

and demolition while maintaining the integrity of existing residential neighborhoods, designating historical housing structures and promoting their preservation.

POLICY 1.2.1: Assist any efforts on the part of Village residents to upgrade neighborhood housing conditions by providing Code Enforcement assistance.

POLICY 1.2.2: Review and amend, when necessary, the Village ~~Housing Code~~ Property Maintenance Standards to incorporate updated criteria oriented to: (1) conserving existing housing stock; and (2) establishing principles to guide rehabilitation and demolition activities.

POLICY 1.2.3: At the time of each required Comprehensive Plan update, evaluate the need to designate any housing structures as locally historically significant and in need of special consideration. ~~under the provisions and criteria cited in the Standard Housing Code.~~

POLICY 1.2.4: The Village shall encourage and promote the preservation of the historic character of older neighborhoods and the preservation of individual historic structures.

POLICY 1.2.5: The Village encourages the structural and aesthetic improvement of existing homes in need of enhancements.

POLICY 1.2.6: Multi-family developments shall evaluate the safety and structural integrity of the buildings.

OBJECTIVE 1.3: Adequate and affordable housing, consistent with the current character of the Village, shall be provided for the existing population and anticipated population growth, including housing to accommodate any defined specialized needs of low and moderate income, workforce (as annually defined by Palm Beach County), elderly or handicapped or displaced residents. ~~Also, provisions shall be made for foster care housing and mobile homes.~~

POLICY 1.3.1: Support residential beautification which is in conformance with the Village Appearance Plan. ~~by annually providing native plant materials, at reduced cost, to Village residents.~~

POLICY 1.3.2: Require housing construction that is compatible with natural resources and service capabilities as defined in the Transportation and ~~Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Recharge~~ Infrastructure elements and which does not adversely impact environmental features. ~~by implementing Objectives 1, 3, 4 and 5; Future Land Use element and Objectives 3 and 5; Capital Improvements element~~.

POLICY 1.3.3: Require developers to coordinate with the Village, through implementation of North Palm Beach Land Development Regulations, during the design and completion of residential developments to assure that the Village ~~and Planning Area~~ characteristics are maintained, and defined special housing needs ~~(i.e. determined at the time of required Comprehensive Plan updates)~~ are accommodated.

POLICY 1.3.4: Provide innovative housing alternatives~~,~~ ~~congregate living and, zero-lot line development,~~ oriented to ~~facilitating~~ facilitate reduced housing costs.

POLICY 1.3.5: Allow for a broad range of housing densities and types in residential environments consistent with the Future Land Use Map Series, and Future Land Use element.

POLICY 1.3.6: ~~Require that~~ Encourage standard housing, at affordable cost, is available to persons displaced through any public action prior to their displacement. ~~by maintaining such a requirement within Village Land Development Regulations~~

POLICY 1.3.7: Maintain provisions in the Village Zoning Code to permit mobile home park development with the ~~C-1~~ C-S and C-G Zoning District. ~~Further, continue to allow the placement of individual mobile homes within single-family and multiple-family residential districts provided that: (1) mobile homes must comply with all Village building, construction, design, and housing codes that apply to all housing types and U.S. Department of Housing and Urban Development manufactured home construction and safety standards.; and (2) they shall be subject to any Council, Board or staff reviews as provided in the Village Code of Ordinances.~~

POLICY 1.3.8: ~~Adopt and~~ ~~m~~Maintain ~~an~~ adult congregate ~~facilities~~ facility ~~ordinance~~ regulations oriented to meeting the needs of elderly or handicapped Village residents.

POLICY 1.3.9: Maintain land development regulations and permit review processes related thereto for the purpose of eliminating excessive requirements and supplementing existing requirements in order to increase private sector participation in meeting defined housing needs.

POLICY 1.3.10: The designation of sites for mobile home placement shall be considered at the time of any annexation action. However, placement of mobile homes within the coastal high hazard area shall be discouraged.

POLICY 1.3.11: ~~Due to high land values, and the lack of vacant land, it is not feasible to construct very low income housing within the Village. Low and moderate income housing efforts shall be oriented toward the maintenance of existing family and elderly occupied units in standard condition. Further,~~ ~~t~~The Village shall continue to support regional efforts to address low income and workforce housing by working with the Palm Beach Intergovernmental Plan Amendment Review Committee (IPARC) to develop an Interlocal Agreement whereby coastal municipalities could jointly pursue a comprehensive approach and solution to this county-wide issue ~~within two years from the date of this POLICY~~.

POLICY 1.3.12: Mixed-use developments shall be encouraged to contain alternative living accommodations such as lofts, second story apartments and live-work arrangements to facilitate the supply of workforce housing.

POLICY 1.3.13: Density bonuses within mixed-use projects shall be considered by the Village, consistent with POLICY ~~1B.2~~ 1.2.2 of the Future Land Use Element.

POLICY 1.3.14: Future density increases allowed by the Village, through the Future Land Use Map amendment process shall include a workforce housing allocation consistent with alternatives (a) and (b) of POLICY ~~1B.2~~ 1.2.2 of the Future Land Use Element.

POLICY 1.3.15: The Village shall consider coordinating with housing agencies such as Palm Beach County, Housing Leadership Council of Palm Beach County, and other agencies to address housing crisis.

POLICY 1.3.16: Allow a variety of housing types to reflect the needs of all household types, including both rental and ownership opportunities for single people, couples, families, seniors, persons with disabilities and multi-generational families.

POLICY 1.13.17: The Village shall encourage reducing car dependence to support housing affordability.

OBJECTIVE 1.4: Provision shall be made for the location of daycare and ~~group~~ community residential home facilities licensed by the Florida Department of Health and Rehabilitative Services in a manner consistent with the character of existing neighborhoods, and state law.

POLICY 1.4.1: The Village shall continue to permit different classes of ~~group home~~ community residential facilities that foster non-discrimination and encourage the development of community alternatives to institutionalization, as required by state law, in appropriate residential neighborhoods, and that no appropriate residential neighborhoods are closed to such facilities.

POLICY 1.4.2: The ~~building official~~ Community Development Director shall monitor the development and distribution of daycare facilities and ~~group~~ community residential homes facilities to ~~i~~ensure that adequate sites and infrastructures are provided and that over-concentration ~~(i.e. to be defined by implementing POLICY 4.1)~~ in any residential area is avoided.

~~POLICY 4.3: "Foster Care Facility" and "Group Home Facility" shall be defined as a residential unit, otherwise meeting the requirements of the Village Zoning Code, where a family living environment is provided for individuals not related by blood or legally to the householder.~~

POLICY 1.4.4~~3~~: The total number of residents within a foster care or ~~group home~~ community residential facility, including permanent residents and foster care or group home residents shall not exceed ~~1.01 persons per room, excluding bathrooms, kitchens and utility rooms~~. the allowable occupants in the Land Development Regulations.

POLICY 1.4.5~~4~~: The Village shall permit ~~Daycare~~ childcare facilities, for up to five persons, within single-family residential areas as required by Florida Statutes, Chapter 402.~~302(5~~).

OBJECTIVE 1.5: The private sector delivery process shall continue to be relied upon as the means for providing 100% of the housing necessary to accommodate Village residents. ~~The need to formulate alternative housing implementation programs shall be reassessed at the time of each required Comprehensive Plan update.~~

~~POLICY 5.1: A determination shall be made by the Village at the time of each required Comprehensive Plan update as to whether or not the private sector delivery process is adequately functioning, in terms of implementing Objective 3. If it is determined that the private sector is not properly functioning, in terms of this criterion, alternative mechanisms, including government and non-profit sector participation shall be considered, including the use of available Federal, State and local assistance programs.~~

POLICY 1.5.~~2~~1: Provide information, technical assistance, and incentives ~~(Ref: POLICY 3.4)~~ to encourage innovative housing alternatives from the private sector to maintain a housing production capacity sufficient to meet projected needs.

OBJECTIVE 1.6: The Village shall support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

POLICY 1.6.1: The Village shall encourage support for residential construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or other nationally recognized, high performance green building rating system as recognized by the Florida Department of Management Services.

POLICY 1.6.2: The Village shall educate residents on home energy reduction strategies.

POLICY 1.6.3: The Village shall not prohibit the appropriate placement of photovoltaic panels as required by Florida Statutes, Chapter 163.04.

POLICY 1.6.4: The Village shall provide educational materials on the strategic placement of landscape materials to reduce energy consumption.

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Efficient & Well-Maintained Infrastructure

Transportation
Capital Improvement
Infrastructure

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Transportation

Goals, Objectives, and Policies

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 4



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GOALS, OBJECTIVES, AND POLICIES

~~4.0 INTRODUCTION~~

~~The Transportation element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (j), Florida Statutes, establishes the Transportation element requirement and Chapter 9J 5. .019 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Transportation goal, objectives and policies is presented in the Village Of North Palm Beach Evaluation And Appraisal Report (1996), and Chapter 4 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~4.1 VILLAGE GOAL STATEMENT~~

GOAL 1.0: ~~A safe, convenient and efficient motorized and non-motorized transportation system shall be available to all residents and visitors to the Village.~~ To maintain and develop a safe, convenient, sustainable, and energy efficient multimodal circulation system to support the community's economic vitality and residential character for current and future residents.

~~4.2 OBJECTIVES AND POLICIES~~

OBJECTIVE 1.1: Existing roadway deficiencies will be corrected by implementing projects outlined by the Village Capital Improvement Program ~~the following projects:~~

~~1. Parker Bridge repairs and rehabilitation (MPO #4212971 and 4124921);~~
~~2. Northlake Boulevard safety project (MPO #430151);~~
~~3. Resurfacing of U.S. Highway No. 1, from north of the Parker Bridge to SR 706 (MPO #4229641); and~~
~~4. Resurfacing of A-1-A and replacement of the Burnt Bridge (MPO #4190191, 4312971, 4229841, and 4202351).~~

~~All of the above improvements are scheduled for implementation by Palm Beach County in the FY 2010 – 2014 Five Year Transportation Improvement Program.~~

POLICY 1.1.1: Village roadways shall be functionally classified based upon the Florida Functional Highway Classification System, as follows:

a. County Road A-1-A - Urban Major Collector
b. Prosperity Farms Road - Urban Major Collector
c. Lighthouse Drive — Urban Minor Collector
d. U.S. Highway 1 — Urban Minor Arterial
e. Northlake Boulevard — Urban Other Principal ~~Minor~~ Arterial
f. Alternate A-1-A — Urban Minor Arterial

Further, in order to maintain the residential character of the Village, Lighthouse Drive and all roadways not identified above shall be maintained as two-lane local roadways.

POLICY 1.1.2: Consistent with the adopted Palm Beach County traffic performance standards, the Village shall maintain a peak hour Level-Of-Service (LOS) standard of "D" for all Arterial and Collector roadways within the corporate limits, consistent with Article 12, Chapter B of the Palm Beach County Unified Land Development Code. ~~(Ref: Table 4-1 with these exceptions:~~

~~• Prosperity Farms Road between Northlake Boulevard and Burns Road, which is designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility (see Figure 4-5, Policies 1.3 and 1.4, and Table 11-1).~~

~~• Transportation concurrency exception area(s) that are designated in the comprehensive plans of the Village of North Palm Beach and Palm Beach County.~~

POLICY 1.1.3: The Village of North Palm Beach finds the following is a constrained facility, and development orders shall be evaluated using the following specific level of service standards, instead of the general level of service standards listed in POLICY 1.1.2.

a. Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service.

POLICY 1.1.4: Before Prosperity Farms Road, between Northlake Boulevard and Burns Road may be constructed as a 4 or 5 lane facility:

a. The CRALLS volumes ~~(Ref: Table 11-1)~~ on this segment shall be reached; and
b. The parallel segment of Alternate AIA shall be a 6-lane facility and shall operate below its adopted

level-of-service;or

c. The parallel segment of U.S. Highway No. 1 shall operate below its adopted level-of- service.

POLICY 1.1.5: The Village shall annually evaluate the need for roadway improvements to: (1) maintain level-of-service standards; and (2) to implement measures to reduce accident frequency.

OBJECTIVE 1.2: Projected transportation system needs ~~through the year 2014~~ will be met by implementing ~~the following~~ projects outlined in the Village's Capital Improvement Program (Reserved for future transportation system improvements, as needed):

1. Reserved.

Further, the Village shall maintain its annual program of resurfacing local streets.

POLICY 1.2.1: The Village shall enforce traffic performance standards by incorporating level-of-service (LOS) standards within the North Palm Beach Land Development Regulations consistent with ~~POLICY 5.2 of~~ the Capital Improvements element.

POLICY 1.2.2: The Village shall review all proposed development for consistency with ~~POLICY 2.1~~ traffic performance standards and coordinate with the agencies responsible for implementing road improvements to assure that roadways are in compliance with the LOS standards.

POLICY 1.2.3: The Village shall request that Palm Beach County evaluate the effects of the improvements to SR A1A (Alt.) on traffic volumes on Prosperity Farms Road prior to the time that the conditions of POLICY 1.4 are met.

OBJECTIVE 1.3: The provision of motorized and non-motorized vehicle parking and the provision of bicycle and pedestrian ways will be regulated.

POLICY 1.3.1: Village regulations shall be maintained that prohibit on-street parking on all arterial and collector roads.

POLICY 1.3.2: During the land development approval process, the Village shall review all proposed development for its accommodation of bicycle and pedestrian traffic needs.

OBJECTIVE 1.4: The Village shall ~~continue to~~ provide an enhanced energy efficient~~,~~ and multi-modal transportation system that is efficiently managed and which circulates traffic safely and conveniently ~~and which separates motorized and non-motorized transportation modes.~~ within the Village, reduces greenhouse gas emissions through strategies to reduce the number of vehicle miles traveled, and provides for the safe separation of vehicular and nonvehicular traffic.

POLICY 1.4.1: The Village ~~Public Safety~~ Police Department shall prepare accident frequency reports for all collector and arterial roads periodically, and on an "as needed" basis. Based upon the results, the Village shall consider the need for additional road improvements or traffic control devices to reduce the frequency of accidents.

POLICY 1.4.2: The Village shall support and coordinate with Palm Beach County to reduce greenhouse gas emissions by promoting alternative modes of transportation.

POLICY 1.4.3: Village Land Development Regulations shall require that, as development occurs, sidewalks be constructed along all publicly maintained roads according to applicable safety standards. Further, the construction of sidewalks shall be the responsibility of the developer.

POLICY 1.4.4: The Village shall coordinate transportation demand strategies with land use strategies by requiring that facilities for bicycles and pedestrians are provided for in future development and redevelopment proposals and these requirements be made a part of the site plan review process.

POLICY 1.4.5: The Village shall work with the TPA ~~MPO~~ toward reducing per capita vehicle miles traveled (VMT) and discourage single occupant vehicle trips, recognizing that these programs assist in reducing the overall air quality emissions. This can be accomplished through ~~municipal representation on~~ coordination with the TPA ~~MPO~~ and providing for Tri-Rail, alternative fuels, ride sharing, alternative work hour programs, public transit, parking management and other transportation control measures that are being continually developed as part of a Countywide effort.

POLICY 1.4.6: The Village shall consider intermodal terminals and access to intermodal facilities, where applicable, in its assessment of future transportation needs.

POLICY 1.4.7: Support Transportation Systems Management (TSM) strategies that include optimization of traffic signal systems, turning lanes, ride sharing and other innovative transportation system management activities that are implemented by the appropriate agencies within Palm Beach County.

POLICY 1.4.8: The Village shall strive to reduce greenhouse gas emissions by reducing traffic congestion and air pollution by cooperating with Palm Beach County in developing improved transit alternatives.

POLICY 1.4.9: The Village shall ensure that new developments and redevelopment along major transportation corridors are ~~transit-ready accessible~~ conveniently served by new or existing transit systems.

POLICY 1.4.10: The Village shall seek to limit greenhouse gas emissions through the implementation of strategies to reduce the number of vehicle miles travelled. These strategies may include encouraging mixed use development that provides for a mixture of residential and non-residential land uses in a pedestrian friendly environment with multi-modal transportation connectivity to other areas; and promoting the use of alternate transportation modes as specified herein, including but not limited to, mass transit, bicycles, and pedestrianism.

POLICY 1.4.11: The Village shall support Transit Oriented Developments (TODs) by coordinating land use, transportation and housing initiatives.

POLICY 1.4.12: The Village shall encourage alternative modes of transportation to reduce the carbon emissions and promote multi-mobility.

OBJECTIVE 1.5: Transportation planning will be coordinated with the Florida Department of Transportation (FDOT) Five-Year Transportation Plan, transportation plans of the Palm Beach County ~~MPO~~ TPA, and Palm Tran, and comprehensive plans of neighboring jurisdictions.

POLICY 1.5.1: The Village Public ~~Services~~ Works Department shall review future updates of the FDOT Five-Year Transportation Plan and coordinate with the Palm Beach County ~~Metropolitan Planning Organization~~ Transportation Planning Agency and Palm Tran in order to update or modify this element, if necessary.

POLICY 1.5.2: The Village shall continue to review for compatibility with this element, the traffic circulation plans and programs ~~for~~ of the County and neighboring municipalities as they become available.

OBJECTIVE 1.6: The Village shall preserve all currently designated rights-of-way (i.e. federal, state, county and municipal) within the Village by requiring all yard setbacks to commence from said rights-of-way lines.

POLICY 1.6.1: The Village Land Development Regulations shall contain language (i.e. setback requirements and dedications) oriented to preserving currently designated rights-of-way.

OBJECTIVE 1.7: Continue current high level of roadway maintenance.

POLICY 1.7.1: The Village shall annually program maintenance and repair efforts on local streets, as determined by the Public Services Works Department.

POLICY 1.7.2: The Village will provide for emergency maintenance and repair funding, on an as-needed basis, in the annual budget process. ~~Further, all potholes shall be repaired within 14 days of being identified.~~

POLICY 1.7.3: The Village program of road maintenance and repair shall result in the resurfacing of all locally maintained streets as conditions warrant.

OBJECTIVE 1.8:Continue to ~~i~~ensure adequate multimodal traffic circulation and access to new developments by requiring adherence to Florida Department of Transportation design specifications.

POLICY 1.8.1: The Village shall strictly enforce subdivision and zoning regulations, which currently provide for safe and convenient traffic flow, during the plan review and implementation process.

POLICY 1.8.2: The Village shall discourage excessive curb cuts including the control of the connections and access points of

driveways and roads to roadways on arterial and major collector streets by conforming to Florida Department of Transportation design specifications during the land development approval process.

OBJECTIVE 1.9: ~~Maintain adequate~~ Improve public transportation systems for residents of North Palm Beach through coordination with the State and County.

POLICY 1.9.1: The Village shall, when an identified need exists, request that Palm Beach County Palm Tran review bus schedules and stops within the Village to determine the need for additional service, including the need for shuttle bus service to serve John D. MacArthur Beach State Park.

POLICY 1.9.2: The Village supports the development of the Tri-County Rail System and additional transit systems on a self-supporting basis.

POLICY 1.9.3: Encourage development activities which promote public transportation, within developing areas, as well as in redevelopment areas.

POLICY 1.9.4: Require building and site design guidelines that assure accessibility to existing and potential future public transit routes.

OBJECTIVE 1.10: Encourage the use and provision of mass transit facilities in Palm Beach County by supporting Palm Beach County's efforts established in the Transportation Element of their Comprehensive Plan by implementing the following policies:

POLICY 1.10.1: The Village shall work with the County and support the efforts of the Transportation Planning Agency ~~Metropolitan Planning Organization~~ (TPA ~~MPO), through municipal representation on the MPO,~~ to increase the efficient use of mass transit services in the County through: (1) ~~T~~the modification of existing routes, (2) an increase of service in areas with a high propensity for transit use, and (3) an increase in service to the coastal communities, including North Palm Beach.

POLICY 1.10.2: The Village supports the County's effort~~, through municipal representation on the TPA MPO,~~ to declare guidelines ~~by the year 2000~~ to improve design and functionality of transit stations/stops. Attention should be given to the relationship

between the location of stations/stops and the character of the surrounding area, and how they promote use by pedestrians. Design should include transit user amenities, sidewalks, and bicycle paths ~~that link activity node~~.

POLICY 1.10.3: The Village shall support the efforts of the TPA ~~MPO~~ to investigate the use of transit services to promote efficient development patterns by increasing service in the coastal communities, including North Palm Beach.

POLICY 1.10.4: The Village shall support the County's effort to encourage additional Palm Tran bus routes to serve new development.

POLICY 1.10.5: The Village shall support the efforts of the TPA ~~MPO~~ to promote the use of rail modes in order to create a more efficient countywide transportation system.

POLICY 1.10.6: The Village shall support efforts of FDOT, to the extent possible, in securing Federal, State and County funds for continued expansion of the South Florida Rail Corridor.

OBJECTIVE 1.11: Encourage Palm Beach County, through Palm Tran, to provide public paratransit services to eligible persons who qualify under the "Americans with Disabilities Act" (ADA).

POLICY 1.11.1: The Village shall support efforts of Palm Tran to maintain an adequate fleet of sedans, vans, and mini-buses for individuals who qualify for ADA paratransit.

OBJECTIVE 1.12: Support the coordination responsibilities of the TPA ~~MPO~~ regarding the provision of services to transportation disadvantaged persons pursuant to Chapter 427, Florida Statutes.

POLICY 1.12.1: Support the programs of the TPA ~~MPO~~ to provide service to qualified individuals, including the coordination of provider organizations, and the management of transportation system operators.

POLICY 1.12.2: Support the TPA ~~MPO, designated Community Transportation Coordinator,~~ in its efforts to integrate the use of public school transportation with public fixed route or fixed schedule transit service in order to better meet the needs of the transportation disadvantaged.

POLICY 1.12.3: Encourage Palm Beach County, through the TPA ~~MPO~~, to coordinate with the School Board to assist in providing vehicles for the transportation disadvantaged, provided that vehicles are not being used to transport students (per Chapter 427, Florida Statutes).

OBJECTIVE 1.13: The Village shall promote the increased use of the bicycles and walking as viable alternate means of transportation.

POLICY 1.13.1: The need for bikeways shall be given full consideration in the planning of Village transportation facilities, including site plan review of development activities.

POLICY 1.13.2: The Village shall determine the need for additional pedestrian and bicycle linkages between residential and non-residential land uses, as part of its annual capital improvements programming activities.

POLICY 1.13.3: The Village shall require that the design of mixed use developments, per Special POLICY 5.2 of the Future Land Use element, to be of a pedestrian scale and design by incorporating transit stops and bicycle and sidewalk connections.

POLICY 1.13.4: The Village shall require all new mixed-use development, per Special POLICY 5.2 of the Future Land Use element, or redevelopment proposals to include the consideration of interconnection to adjacent uses

POLICY 1.13.5: The Village shall review the recommendations of the TPA ~~MPO~~'s Long Range ~~Bicycle Facilities Concept Plan~~ Transportation Plan (LRTP) and implement appropriate recommendations as alternative means of transportation.

POLICY 1.13.6: The Village shall work toward increased mobility by providing for bicycle paths where appropriate, and sidewalks in new development and redevelopment areas.

POLICY 1.13.7: Pending a determination of need by Palm Tran, redevelopment proposals shall provide for public transit access. Further, such proposals, when feasible, shall provide for connectivity among developments, and additional opportunities for pedestrian and bicycle access from adjacent residential neighborhoods.

OBJECTIVE 1.14: The Village shall coordinate plans and programs with land use and transportation planning entities in adjacent jurisdictions on

a continuing basis.

POLICY 1.14.1: The Village shall continue to participate and utilize intergovernmental programs, such as the Countywide Intergovernmental Plan Amendment Review Committee (IPARC) ~~and the Multi-Jurisdictional Issues Forum~~, to implement the goals, objectives, and policies of the Village's Transportation element.

POLICY 1.14.2: To ensure the availability of adequate regional transportation facilities, the Village's development activities shall be coordinated with adjacent local governments.

POLICY 1.14.3: The Village shall continue to coordinate with FDOT, TPA ~~MPO~~, DCA, Treasure Coast Regional Planning Council, ~~and the Governor's Commission for a Sustainable South Florida,~~ and other municipalities to promote sustainable transportation principles within Palm Beach County.

POLICY 1.14.4: The Village shall coordinate with the TPA to consider becoming a Vision Zero community.

Objective 1.15: The Village shall consider a "Complete Streets" network to increase mobility and accommodate all users, including motorized vehicles, bicyclists, public transportation, and pedestrians of all ages and abilities.

POLICY 1.15.1: The Village shall consider review all proposed street modifications to ensure that the proposals are consistent with and support the Village's vision for Complete Streets.

POLICY 1.15.2: The Village shall consider preparation of a bikeway network master plan.

POLICY 1.15.3: The Village shall continue to beautify the pedestrian and bicycle paths by promoting scenic corridors in neighborhoods and commercial districts.

POLICY 1.15.4: The Village shall consider preparing a pedestrian path and sidewalk network master plan to provide for a safe and comfortable environment for its different users.

POLICY 1.15.5: The Village shall consider Complete Street principles to enhance the safety of all transportation corridors.

4.1 FUTURE TRANSPORTATION MAP SERIES

The Village Future Road System Map is displayed on Figure 4-1. The public transit system, consisting of designated bus routes, and bus stops, is illustrated on Figure 4-2. Designated Palm Beach County Bikeway Corridors are illustrated on Figure 4-3. Designated local and regional transportation facilities within the Village critical to the evacuation of coastal population prior to an impending natural disaster are illustrated on Figure 4-4. The Prosperity Farms Road CRALLS designation is illustrated on Figure 4-5. The following are not currently located within the Village, nor are they planned:

1. Limited and controlled access facilities;
2. Parking facilities that are required to achieve mobility goals;
3. Public Transit rights-of-way, or exclusive public transit corridors;
4. Transportation concurrency management areas, pursuant to Chapter 9J-5
5. Transportation concurrency exception areas, pursuant to Chapter 9J-5
6. Port Facilities;
7. Airport facilities, including clear zones, and obstructions; and
8. Intermodal terminals

TABLE 4-1

VILLAGE OF NORTH PALM BEACH

GENERALIZED LEVEL OF SERVICE (LOS) D MAXIMUM VOLUMES (trips)

Lanes/Type	ADT	Peak-Hour 2-Way	Peak Season, Peak-hour, Peak Direction	
			Class 1	Class 11
2/undivided	12,300	1,170	690	650
2/one-way	19,600	1,870	2,230	2,050
3/two-way	15,400	1,460	860	810
3/one-way	29,500	2,810	3,350	3,080
4/undivided	24,500	2,330	1,400	1,280
4/divided	32,700	3,110	1,860	1,710
5/two-way	32,700	3,110	1,860	1,710
6/Divided	49,200	4,680	2,790	2,570

Source: Table 12.B.2.C-1 1A — Link Service Volumes, Palm Beach County ULDC.

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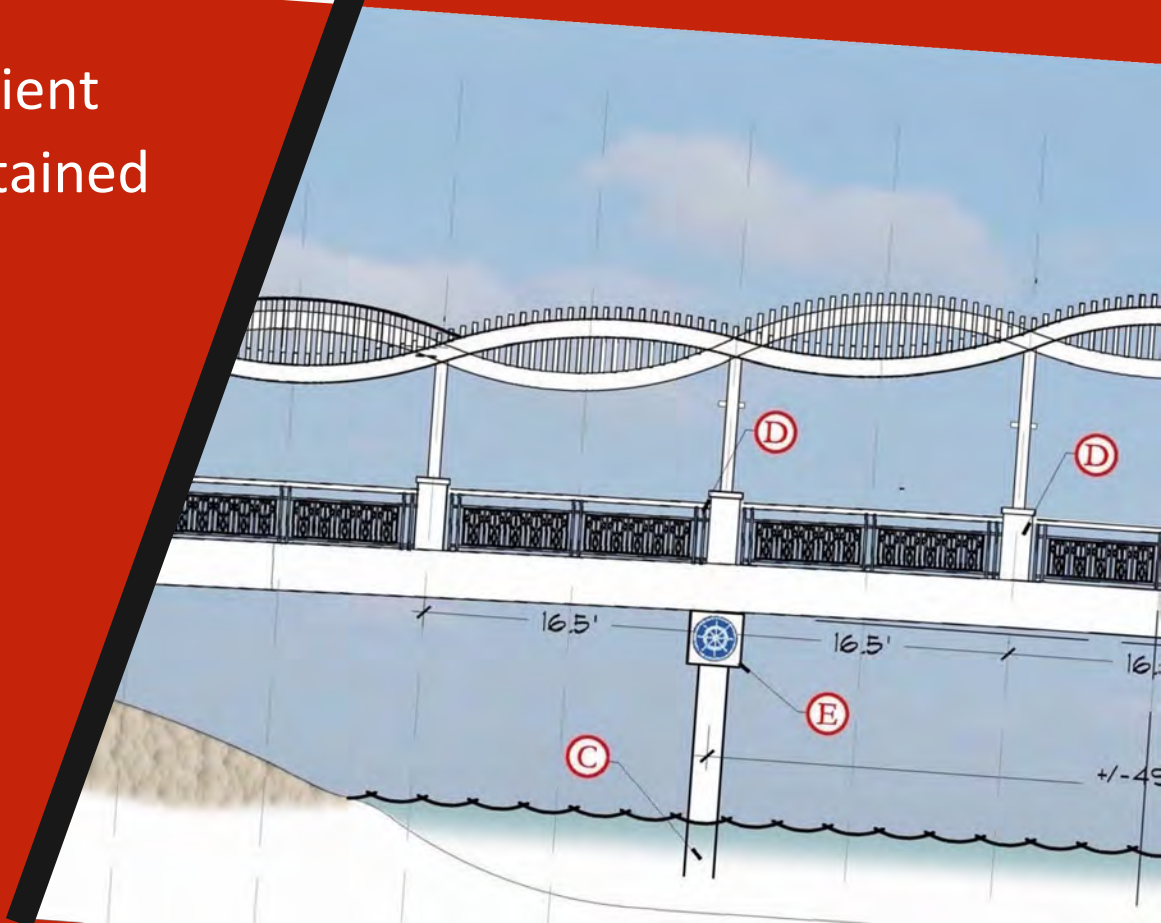
Capital Improvement

Goals, Objectives, and Policies

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 5



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GOALS, OBJECTIVES, AND POLICIES

~~11.0 CAPITAL IMPROVEMENTS~~

~~11.1 INTRODUCTION~~

~~The Capital Improvements element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (f), Florida Statutes, establishes the Capital Improvements requirement and Chapter 9J-5.016 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Capital Improvements Element goal, objectives and policies is presented in Chapter 11 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999 Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008,and the EAR-Based Amendment Support Documentation dated 2009, as amended, including the Capital Improvements Element Update.~~

~~11.2 VILLAGE GOAL STATEMENT~~

GOAL 1.0: The Village shall undertake actions necessary to efficiently provide needed public facilities to all residents within North Palm Beach in a timely manner which protects investments, maximizes the use of existing facilities, and promotes orderly compact municipal growth. Further decisions to finance public facilities improvements shall be based upon the use of sound fiscal POLICY oriented to minimizing Village debt service liabilities.

~~11.3 OBJECTIVES AND POLICIES:~~

OBJECTIVE 1.0: Capital improvements will be provided to: (1) correct existing deficiencies; (2) accommodate desired future growth; and/or (3) replace worn-out or obsolete facilities~~,~~. ~~as indicated in Table 11-5 of this element.~~

POLICY 1.1.1: The Village shall include all projects identified in the policies of the various elements of this Comprehensive Plan that are the responsibility of North Palm Beach and determined to be of relatively large scale and high cost ($10,000 or greater), as capital improvements projects for inclusion within the 5-Year Schedule of Improvements. Normal maintenance activities, with the exception of the annual street resurfacing program, are not included. ~~Provision of Capital Improvements so defined shall be implemented through procedures outlined in Policies 1.2 – 1.4 and 4.1 – 4.4 of this element.~~

A capital improvements project is further defined to include land and/or improvements, plus any planning, engineering, feasibility or appraisal studies related thereto. This shall include any studies oriented to defining the initial need for land and/or facilities so defined.

POLICY 1.1.2: The Village shall, as a matter of priority, schedule for funding any capital improvement projects in the 5-Year Schedule of Improvements which are designed to correct existing public facility deficiencies.

POLICY 1.1.3: ~~A Capital Improvements Coordinating Committee is hereby created, composed of t~~The Village Manager, the Finance Director and the operating department heads~~, for the purpose of~~ shall evaluat~~ing~~e and rank~~ing~~ in order of priority~~,~~ projects proposed for inclusion in the 5-Year Schedule of Improvements.

POLICY 1.1.4: Proposed capital improvements projects shall be evaluated and ranked in order of priority according to the following guidelines:

a) Whether the proposed project is financially feasible, in terms of its impact upon Village budge potential;
b) Whether the project is needed to protect public health and safety, to fulfill the Village's legal commitment to provide facilities and services, or to preserve, achieve full use of, or increase the efficiency of existing facilities;
c) Whether the project prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes in-fill development;
d) Whether the project represents a logical extension of facilities and services within a designated Village Planning Area; and
e) Whether or not the proposed project is consistent with plans of State agencies and the South Florida Water Management District.

OBJECTIVE 1.2: Village expenditures in the Coastal High Hazard Area shall be limited to 100% of those post disaster improvements costs for facilities over which North Palm Beach has operational responsibility.

POLICY 1.2.1: In the event of a natural disaster, the Village shall retain its role in terms of the maintenance of the building stock.

The definitions of "Standard Condition", "Substandard Condition" and "In Need of Replacement", established in the HOUSING element, shall be applied to all structures in the Village as a means of determining immediate repair and clean-up actions and the need for removal, relocation, redevelopment or modification of damaged or unsafe structures. Further, the need to limit redevelopment of infrastructure services within damaged areas shall be considered prior to the time that such activities are permitted by the Village.

POLICY 1.2.2: The Village shall continue to assist in the provision of recreational facilities within Coastal High Hazard Area ~~(Ref: Objective 6; Coastal Management element)~~ by cooperating with the State of Florida in developing John D. MacArthur Beach State Park.

POLICY 1.2.3: The Village shall continue to expend funds to maintain existing facilities and services under the jurisdiction of North Palm Beach at their existing levels-of-service.

OBJECTIVE 1.3: Future development shall bear a proportionate cost of facility improvements in order to maintain adopted North Palm Beach Level-of-Service Standards. Proportionate costs such as impact fees ~~are defined to mean 100% of that amount necessary~~ to assure that Village Level-of-Service Standards are maintained as a result of development approval for those facilities over which North Palm Beach has operational control.

POLICY 1.3.1: The Village shall require local street, drainage, sewage collection and potable water distribution systems improvements, as required by the application of Village Level-of-Service Standards~~, of any new development necessitated by such development~~.

POLICY 1.3.2: Defined recreational facility needs may be met by one or more of the following means: (1) ~~O~~on-site provision of public or private facilities; (2) dedications; and/or (3) fees in lieu thereof. Plant expansion and main extension for potable water and sewer systems shall be accommodated through the Developer's Agreement procedure ~~A~~administered by Seacoast ~~Utilities~~ Utility Authority. Major road improvements shall be accommodated by Village participation in the County's Fair Share Road Impact Fee program. Solid waste collection and disposal shall be accommodated by the fee schedule annually levied by

the contractor (i.e. commercial) and by the Village through appropriate updates to the 5-Year Schedule of Improvements.

POLICY 1.3.3: Determination of needed public facility improvements shall be made prior to the time that a building permit is issued.

POLICY 1.3.4: For capital improvements to be funded by a developer, financial feasibility shall be demonstrated by an enforceable development agreement, and be reflected in the Five-year Schedule of Improvements.

POLICY 1.3.5: Financial feasibility means that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of the Five-Year Schedule of Improvements. Committed sources of revenue shall include ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees and developer contributions which are adequate to fund the projected costs of the capital improvements identified in the Comprehensive Plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the five-year period. Further, the plan is financially feasibility for transportation and public schools if level-of- service standards are achieved and maintained by the end of the planning period even if in a particular year such standards are not achieved.

POLICY 1.3.6: If the Five-Year Schedule of Improvements identifies a planned revenue source that requires a referendum or other action(s) to secure the source~~,~~ the ~~Comprehensive Plan~~ Village shall identify an alternative existing revenue source(s) in the event that the required actions do not occur.

POLICY 1.3.7: Developers shall include an economic analysis for level of service up to twenty-five years at the request of the Village.

OBJECTIVE 1.4: The Village shall manage its fiscal resources to ensure the provision of needed capital improvements at a level equal to, or exceeding, the adopted North Palm Beach Level-of-Service Standards.

POLICY 1.4.1: Prior to the issuance of certificate of occupancy, the Village shall require that all public facilities are available to serve

development for which development orders were previously issued. Development orders for future development shall not be issued unless the Village has demonstrated either of the following:

1) ~~C~~compliance with the Village Level-of-Service Standards; and
2) one or a combination of the following conditions exists:
   a) Necessary facilities and services are in place at the time that a development order or permit~~, consistent with Section 9J-5.055(2) (e), Florida Administrative Code is issued~~;
   b) a development order or permit is issued subject to the condition that a certificate of occupancy shall not be issued unless necessary facilities and services are in place;
   c) necessary facilities are under construction at the time a development order or permit is issued;
   d) for recreation or transportation facilities only, necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time a development order or permit is issued which provides for the commencement of construction within one year of the issuance of the development order or permit and/or;
   e) necessary facilities and services are guaranteed in an enforceable development agreement, including but not limited to development agreements pursuant to Section 163.3220 or Chapter 380, Florida Statutes, which guarantee that necessary facilities and services will be in place when the impacts of the development occur.

POLICY 1.4.2: In providing capital improvements, the Village shall limit general obligation debt to an amount equal to or less than 5% of the property tax base.

POLICY 1.4.3. As part of its budgeting process, the Village shall adopt and annually update the Five -Year Schedule of Improvements, a primary purpose of which is to maintain the Village's adopted Level-of-Service (LOS) standards. The results of this update shall be incorporated within the five-year capital plan as part of the annual Village budget process. ~~An amendment to the Comprehensive Plan is required to update the five-year~~

~~schedule of capital improvements on an annual basis, or to eliminate, defer, or delay the construction of any facility in the schedule of improvements.~~ In addition, the adoption of the Capital Improvement Schedule shall be approved by the Village Council via ordinance.

POLICY 1.4.4: Efforts shall be made to secure grants or private funds, whenever available, to finance the provision of capital improvements.

OBJECTIVE 1.5: Decisions regarding the issuance of development orders and permits shall be based upon coordination of the development requirements included in this Plan, the Village land development regulations, and the availability of necessary public facilities needed to support such development at the time needed.

POLICY 1.5.1: Prior to issuing a development order or permit, the Village shall use Level- of-Service (LOS) Standards adopted in the various elements of this Comprehensive Plan to review the impacts of new development and redevelopment upon public facility provision. The Village shall not issue a development order or permit which results in a reduction in service for affected facilities below these Level-of-Service Standards. A listing of LOS Standards is exhibited on Table ~~11-1~~ CIE-1.

TABLE ~~11-1~~ CIE-1

NORTH PALM BEACH LEVEL OF SERVICE (LOS) STANDARDS

Facility Level-of-Service Standard

~~A. Traffic Circulation:~~

~~1. Arterial and Collector Roadways within the corporate limits: Peak-hour Level-of-Service (LOS) "D", with the exception of item #2, below.~~

~~2. Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility. Its level of service shall be: 20,950 trips on a daily basis; and 1,948 trips on a peak hour basis, subject to Transportation Element POLICY 1.4.~~

~~B. Sanitary Sewer: * (Urban Service Area Only)~~

~~Average Day Generation:~~

~~Residential - 66 gallons/capita/day~~

~~Nonresidential** - 1,060 gallons/acre/day~~

~~Maximum Day Generation:~~

~~Residential – 104 107 gallons/capita/day~~

~~Nonresidential** - 1,721 gallons/acre/day~~

~~C. Potable Water: * (Urban Service Area Only)~~

~~Average Day Generation~~

~~Residential - 99 gallons/capita/day~~

~~Nonresidential** - 1,874 gallons/acre/day~~

~~Maximum Day Generation~~

~~Residential - 147 189 gallons/capita/day~~

~~Nonresidential** - 2,782 gallons/acre/day~~

~~Storage Capacity: Av. Daily Flow x 0.5~~

~~Non-Residential**: 6.0 tons/acre/year~~

~~TABLE 11-1 (Cont.)~~

~~Drainage:~~

~~Design Storm: 3-Year frequency, 24 hour duration (one-day); Rainfall intensity curve, as established by the South Florida Water Management District. (Interim LOS: Ref: POLICY 2.1; Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Aquifer Recharge element).~~

~~Groundwater Recharge: Impervious Area:~~

~~Residential: Single-family - Main bldg. first floor area shall not exceed 40% of the total lot area. Multiple-family - Main bldg. first floor area shall not exceed 35% of the total site area.~~

~~Non-residential**: Main bldg. first floor area shall not exceed a minimum of 35% of the total site area; however, specific district regulations as per the Village Zoning Code shall apply.~~

~~Recreation/Open Space: Unit/Population:~~

~~Neighborhood Parks - 2 ac/1,000~~

~~Community Parks - 1 ac/1,000~~

~~Beaches - 1 mile/31,250~~

~~Marinas - 1 slip/2,500~~

~~Boating - 1 ramp/6,250~~

~~Golf Courses - 9 holes/30,000~~

~~Swimming - 1 pool/31,250~~

~~Tennis - 1 court/2,500~~

~~Basketball - 1 court/6,250~~

~~Shuffleboard - 1 court/6,250~~

~~Baseball/softball - 1 field/7,200~~

~~Football/soccer - 1 field/4,800~~

~~Handball/racquetball - 1 court/6,000~~

~~Volleyball - 1 court/7,200~~

Public Facility	Level of Service (LOS) Standards
Sanitary Sewer* (Urban Service Area)	Residential: 107 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd
Solid Waste	Single Family: Avg. generation rate of 0.926 tons/capita/year Multi-family: 0.588 tons/capita/year Non-residential: six (6.0) tons/acre/year
Potable Water*	Residential: 189 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd

	Storage Capacity Av. Daily Flow x 0.5
Drainage	3-year frequency, 24-hour duration (one-day); rainfall intensity curve, as established by the South Florida Water Management District
Traffic Circulation	Arterial and Collector Roadways within the corporate limits: Peak- hour Level-of-Service (LOS) standard Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility. Its level of service shall be: 20,950 trips on a daily basis; and 1,948 trips on a peak hour basis, subject to Transportation Element POLICY 1.4.
Recreation and Open Space	4.15 acres of neighborhood and community park space per 1000 residents

Footnotes:

** - The above rates are to be used only as a planning guide for the Village. Actual determination of flow rates used as a basis for plant capacity, main extension and tax charges shall be negotiated by individual property owners and Seacoast ~~Utilities~~ Utility Authority by Developer's Agreement.*

*** - Non-residential includes the following land use types: Commercial; Public Buildings; Educational; and Other Public Facilities.*

POLICY 1.5.2: The Village shall maintain an adequate facilities ordinance to ensure that, at the time a development order or permit is issued, adequate facility capacity is available, consistent with the criteria established in POLICY 1.4.1 or will be available upon occupancy of the development based upon the application of the North Palm Beach Level-of-Service Standards.

Development orders approved prior to the authorization for the commencement of construction or physical activity on the land shall be conditioned to provide that authorization of the final development permit, which shall authorize the commencement of construction or physical activity on the land, shall be contingent upon the availability of public facilities and services necessary to serve the proposed development consistent with the criteria established in POLICY 1.4.1.

In all cases, a test for concurrency will occur prior to the approval of an application for a development order or permit which contains a specific plan for development, including densities and intensities of use.

POLICY 1.5.3: Proposed Comprehensive Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

a) Contribute to any condition of public hazard as described in the ~~Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Recharge~~ Infrastructure ~~e~~Element, and Coastal Management ~~e~~Element;

b) Exacerbate any existing condition of pubic facility capacity deficits, as described in the Transportation ~~e~~Element; ~~Sanitary Sewer, Solid Waste, Stormwater Management Potable Water and Natural Groundwater Recharge~~ Infrastructure ~~e~~Element; and Recreation and Open Space ~~e~~Element; and

c) Conform with future land uses as shown on the Future Land Use Map Series of the Future Land Use element, and public facility availability as described in the Sanitary Sewer, Solid Waste, Stormwater Management, and Natural Groundwater Recharge element.

If public facilities are developer-provided, they shall accommodate pubic facility demands based upon adopted LOS standards.

If public facilities are provided, in part or wholly, by the Village, financial feasibility shall be demonstrated subject to this element.

Effects upon appropriate state agency and/or Water Management District facilities plans shall be evaluated.

OBJECTIVE 1.6: The Village shall designate an Urban Service Area as a means of: (1) Implementing future land use designations, as per the Future Land Use Map Series; (2) limiting potential Village post disaster redevelopment expenditures; and (3) promoting compact urban development and limiting urban vertical and horizontal sprawl.

POLICY 1.6.1: Village Planning Areas 2-7 are designated as the North Palm Beach Urban Service Area.

POLICY 1.6.2: Village Planning Area 1 shall be designated as Non-Service Area where the level of facilities and services provided by North Palm Beach shall be limited to those currently provided. Notwithstanding the above limitations, individual or package potable water systems may be provided to accommodate allowable development. Further, package wastewater systems may be provided to accommodate allowable development.

POLICY 1.6.3: Consideration of the expansion of the Village Urban Service Area shall be made coincident with any annexation actions.

OBJECTIVE 1.7: The Village shall maintain a concurrency management system to ensure that public facilities and services to support development are available concurrent with the impact of development.

POLICY 1.7.1: For sanitary sewer, solid waste, drainage, and potable water facilities, at a minimum, the Village shall meet the following standards to satisfy the concurrency requirements:

1. A development order or permit shall be issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development or redevelopment. Further, prior to the approval of a building permit or its functional equivalent, the Village shall consult with the applicable supplier to determine whether adequate water supplies will be available to serve

a new development no later than the anticipated date of issuance of a certificate of occupancy; or

2. At the time the development order or permit is issued, the necessary facilities and services are guaranteed (i.e. by an enforceable development agreement, pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes) to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent. (Section 163.180(2) (a), Florida Statutes}.

POLICY 1.7.2: For parks and recreation facilities, at a minimum, the Village shall meet the following standards to satisfy the concurrency requirement:

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or
2. A development order or permit is issued subject to the condition that, at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the Village, or funds in the amount of the developer's contribution are committed;
~~a.~~ 3. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than one year after issuance of a certificate of occupancy or its functional equivalent, as provided in the 5-year schedule of improvements; or
~~b.~~ 4 At the time a development order or permit is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under construction not more than one year after

issuance of a certificate of occupancy or its functional equivalent; or

~~c.~~ 5. At the time a development order or permit is issued, the necessary facilities and services are guaranteed in an enforceable development agreement (i.e. pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes) to be in place or under construction not more than one year after issuance of a certificate of occupancy or its functional equivalent.

POLICY 1.7.3: For transportation facilities (i.e. roads and mass transit designated in the adopted Village Comprehensive Plan), at a minimum, the Village shall meet the following standards to satisfy the concurrency requirement~~, except as otherwise provided in subsections (4) - (7) of this section~~.

1. At the time a development order or permit is issued, the necessary facilities and services are in place or under construction; or
2. A development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent, as provided in the Village's five-year schedule of improvements, or the schedule improvements included in the first three years of: (1) The Transportation Improvement Program of the ~~Palm Beach County Metropolitan Planning Organization~~ Palm Beach Transportation Planning Agency; or (2) the adopted Florida Department of Transportation five-year work program.

POLICY 1.7.4: A Comprehensive Plan amendment shall be required to eliminate, defer, or delay construction of any road or mass transit facility which is needed to maintain the adopted level of service standard and which is listed in the five-year schedule of capital improvements.

POLICY 1.7.5: For public school facilities, at a minimum, the Village shall require that the concurrency management system detailed in Objective 1.8, below~~, and the Public School Concurrency element~~ is implemented.

OBJECTIVE 1.8:The School District of Palm Beach County shall maintain minimum level of service standards for public school facilities, ~~as defined in the Public School Concurrency element~~. In the case of public school facilities, the issuance of Development Orders, Development Permits or development approvals shall be based upon the School District of Palm Beach County's ability to maintain the minimum level of service standards.

POLICY 1.8.1: For public school facilities, the applicant for a Development Order or Development Permit which includes any residential component shall provide a determination of capacity by the School District of Palm Beach County that the proposed development will meet the public school facilities level of service. A determination by the School District is not required for existing single family legal lots of record~~, in accordance with the Public Schools Concurrency POLICY 1.8~~.

POLICY 1.8.2: In determining that the necessary public school facilities shall be in place when the impacts of the development occur, the following procedures shall be used:

1. The construction of the facilities is the subject of a binding and guaranteed contract with the School District of Palm Beach County that is executed and guaranteed for the time the Development Order issued;
2. The phasing and construction of the improvements are made binding conditions of approval of the Development Order or Development Permit;
3. The necessary facilities or services are under construction and bonded at the time a Development Order is issued; or
4. Construction appropriations are specified within the first three years of the most recently approved School District of Palm Beach County Five Year Capital Improvement Schedule~~,~~. ~~as reflected in Table 11-2 of this element, which shall reflect the addition of FISH capacity for each school, as shown in Appendix A. Concurrency Service Area Table of~~

~~the Public School Concurrency element support documentation.~~

~~5.~~ POLICY 1.8.3: ~~In accordance with POLICY 8.1, and upholding the exceptions detailed therein,~~ ~~p~~Prior to the issuance of a Development Order/Permit, the School District of Palm Beach County shall determine that the level of service for public school facilities can be achieved and maintained. The necessary public school facilities shall be considered to be in place when sufficient capacity exists in the concurrency service area (CSA) in which the proposed development is located, or an immediately adjacent CSA.

~~11.1 CAPITAL IMPROVEMENTS IMPLEMENTATION~~

~~11.4.1 Five-Year Schedule of Improvements~~

POLICY 1.8.4: The North Palm Beach Five-Year Schedule of Capital Improvements for Fiscal Years ~~2010~~ 2024 ~~through 2014~~ 2028 is presented in Tables ~~11-2~~ CIE 1-2 and ~~11-3~~ CIE 1-3. The School District of Palm Beach County Five Year Capital Improvement Schedule for Fiscal Years ~~2014~~ 2024 through ~~2019~~ 2033 is incorporated by reference. A review of other Comprehensive Plan elements leads to the conclusion that the Capital Improvements element Goal, Objectives and Policies and the Five-Year Schedule of Improvements are internally consistent.

~~11.4.2 Operational Impacts of Proposed Capital Improvements~~

~~A review of proposed capital improvements, as presented on Tables 11-2 to 11-4, in relation to projected increases in Village operating expenses (Ref: Table 6; 2009 CIE Update Support Documentation report, as amended) leads to the conclusion that little or no increases in Village staffing levels should result from programmed projects.~~

~~11.4.3 Implementation, Monitoring, and Evaluation~~

~~The Capital Improvements element, including the Five-Year Schedule of Improvements, shall be reviewed by the Capital Improvements Coordinating Committee on an annual basis as part of the Village budget procedure. Any revisions and/or amendments to the Five-Year Schedule of Improvements shall be made at that time.~~

CAPITAL IMPROVEMENT

Asset Category	Departmen	Project Title	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
		Vehicles						
		Public Works						
Automotive	Public Works	GO-4 Replacement	-	-	-	80,000	-	80,000
Automotive	Public Works	Grapple Truck Replacement	-	-	225,000	-	-	225,000
Automotive	Public Works	Front Load Vehicle Replacement	-	350,000	-	350,000	-	700,000
Automotive	Public Works	Public Works Vehicle Replacement	82,000	-	-	-	-	82,000
		Fire Rescue						
Automotive	Fire Rescue	Ambulance Replacement	-	-	-	-	800,000	800,000
Automotive	Fire Rescue	Fire Engine Replacement	-	-	-	1,300,000	-	1,300,000
Automotive	Fire Rescue	Fire Rescue Vehicle Replacement	-	-	85,000	-	-	85,000
		Police						
Automotive	Police	Police Vehicle Replacement	-	284,560	284,560	284,560	284,560	1,138,240
		Equipment						
		Public Safety Building						
Equipment	Public Works	Emergency Generator	425,000	-	-	-	-	425,000
		Public Works						
Equipment	Public Works	Emergency Generator	198,000	-	-	-	-	198,000
		Fire Rescue						
Equipment	Fire Rescue	SCBA Replacement	-	700,000	-	-	-	700,000
		Information Technology						
Equipment	IT	IT Backup Appliance	60,000	-	-	-	-	60,000
		Police						
Equipment	Police	Radio Replacement	258,300	258,300	258,300	258,300	-	1,033,200
Equipment	Police	Boat Engine Replacement	-	-	-	-	90,000	90,000
		Country Club						
Equipment	Public Works	Emergency Generator	800,000	-	-	-	-	800,000
Equipment	Golf	Golf Course Maintenance Trailer	-	-	-	150,000	-	150,000
Equipment	Pool	Submersible Swim Wall Dividers	90,000	-	-	-	-	90,000
								-
		Village Facilities						
		Public Safety Building						
Building Impvmt	Public Works	A/C Automation	185,000	-	-	-	-	185,000
		Library						
Building Impvmt	Library	Front Lobby Renovation	-	-	-	50,000	-	50,000
Building Impvmt	Public Works	A/C Replacement	-	600,000	-	-	-	600,000
		Village Hall						
Building Impvmt	Public Works	Roof Replacement	-	250,000	-	-	-	250,000
								-
		Recreational Facilities						
		Community Center						
Building Impvmt	Recreation	Community Center Renovation	-	-	400,000	-	-	400,000
Building Impvmt	Recreation	Community Center Roof Replacement	-	500,000	-	-	-	500,000
		Country Club						
Building Impvmt	Clubhouse	Clubhouse Improvements	75,000	-	-	-	-	75,000
								-
		Park Development						
		Community Center						
Land Impvmt	Recreation	Community Center Park Enhancement	500,000	-	-	-	-	500,000
		Country Club						
Land Impvmt	Golf	Wash Plant / Environmental Center	750,000	-	-	-	-	750,000
Land Impvmt	Golf	Pond Beautification & Stabilization	125,000	-	-	-	-	125,000
Land Impvmt	Golf	Driving Range Improvement	-	500,000	-	-	-	500,000
Land Impvmt	Golf	Chipping Area Re-design	-	-	45,000	-	-	45,000
		Lakeside Park						
Land Impvmt	Public Works	Bulkhead Replacement	1,000,000	-	-	-	-	1,000,000
Land Impvmt	Recreation	Lakeside Park Shoreline Stabilization & Restoration	-	-	-	220,000	-	220,000
Land Impvmt	Recreation	Lakeside Park Playground Replacement	-	-	-	80,000	-	80,000
Land Impvmt	Recreation	Lakeside Park Basketball Court Renovation	-	-	-	-	55,000	55,000
		Osborne Park						
Land Impvmt	Recreation	Osborne Park Enhancement	-	-	-	500,000	-	500,000
Land Impvmt	Recreation	Osborne Park Basketball Lighting	177,384	-	-	-	-	177,384
		Veteran's Park						
Land Impvmt	Recreation	Veteran's Park Enhancement	50,000	-	-	-	-	50,000
		Anchorage Park						
Land Impvmt	Recreation	Boat Ramp Renovation	230,000	-	-	-	-	230,000
Land Impvmt	Recreation	Anchorage Park Pathway, Fitness Station & Kayak Launch	270,000	-	-	-	-	270,000
Land Impvmt	Recreation	Sand Volleyball Court Renovation	-	60,000	-	-	-	60,000
Land Impvmt	Recreation	South Seawall	137,000	-	1,700,000	-	-	1,837,000
								-
		Streets						
Land Impvmt	Public Works	Asphalt Resurfacing-Streets	450,000	450,000	250,000	250,000	250,000	1,650,000
Land Impvmt	Public Works	East Alley Wall Replacement	200,000	1,100,000	-	-	-	1,300,000
Land Impvmt	Public Works	Sidewalk Repairs	200,000	200,000	100,000	100,000	100,000	700,000
Land Impvmt	Public Works	Bridge Replacement - Lighthouse Drive	540,000	1,240,000	3,120,000	-	-	4,900,000
Land Impvmt	Public Works	Bridge Improvement - Prosperity Farms	200,000	-	-	-	-	200,000
Land Impvmt	Public Works	Public Works Drainage & Wash Rack	-	180,000	-	-	-	180,000
Land Impvmt	Public Works	Septic to Sewer	-	605,000	2,710,000	-	-	3,315,000
								-
		Stormwater						
Land Impvmt	Public Works	Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
								-
		TOTALS (By Category)						
		Vehicles	82,000	634,560	594,560	2,014,560	1,084,560	4,410,240
		Equipment	1,831,300	958,300	258,300	408,300	90,000	3,546,200
		Village Facilities	185,000	850,000	-	50,000	-	1,085,000
		Recreational Facilities	75,000	500,000	400,000	-	-	975,000
		Park Development	3,239,384	560,000	1,745,000	800,000	55,000	6,399,384
		Streets	1,590,000	3,775,000	6,180,000	350,000	350,000	12,245,000
		Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**
		TOTALS (By Funding Source)						
		General Revenues	967,184	1,018,300	740,300	1,203,300	495,000	4,424,084
		Country Club	995,000	500,000	45,000	150,000	-	1,690,000
		Stormwater Fee	500,000	572,000	500,000	500,000	500,000	2,572,000
		Special Projects	1,510,000	2,189,560	1,724,560	-	-	5,424,120
		Infrastructure Surtax	1,687,000	1,050,000	-	-	-	2,737,000
		Grant Funding	1,798,500	398,000	3,373,000	310,000	-	6,479,500
		Fund Balance	-	1,700,000	2,470,000	-	-	4,170,000
		Debt	-	350,000	225,000	1,934,560	1,084,560	3,594,120
		Other	45,000	-	-	25,000	-	70,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**

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Infrastructure

Goals, Objectives, and Policies

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 6



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GOALS, OBJECTIVES, AND POLICIES

~~GOALS, OBJECTIVES, AND POLICIES~~

~~6.0 SANITARY SEWER, SOLID WASTE, STORMWATER MANAGEMENT, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE (INFRASTRUCTURE)~~

~~6.1 INTRODUCTION~~

~~The Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water And Natural Groundwater Aquifer Recharge (Infrastructure) element is required to be included within the Comprehensive Plan per requirements of State Planning law and rule criteria. Specifically, Chapter 163.3177(6)(c), and Florida Statutes, establishes the Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water And Natural Groundwater Aquifer Recharge element requirement and Chapter 9J-5.011 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for the Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water And Natural Groundwater Aquifer Recharge element Goal, Objectives and Policies is presented in the Village Of North Palm Beach Evaluation And Appraisal Report (1996), and Chapter 6 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated October , 1999 Village of North Palm Beach Evaluation and Appraisal Report dated 2007, Village of North Palm Beach Water Supply Facilities Work Plan dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~6.2 VILLAGE GOAL STATEMENTS~~

GOAL 1.0: Existing and needed future public facilities shall be provided and maintained in a manner to: (1) provide consistent service levels throughout the Village; (2) protect public and private investments; (3) promote orderly, compact urban growth; and (4) assure the health, safety and welfare of Village residents. The Village is committed to providing the following services:

~~6.2.1~~ a. Sanitary Sewer: Adequate sanitary sewer facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.2~~ b. Solid Waste: Adequate solid waste collection and disposal services and facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.3~~ c. Stormwater Management: Adequate Village-wide drainage and stormwater management facilities shall be available to all residential and non-residential land uses.

~~6.2.4~~ d. Potable Water: Adequate potable water supply facilities shall be available to all residential and non-residential land uses in the Village.

~~6.2.5~~ e. Natural Groundwater Aquifer Recharge: A safe and dependable supply of potable water shall be available to all residential and non-residential land uses inthe Village.

~~6.2.6~~ f. Coordinate with Seacoast Utility Authority and Palm Beach County in the preparation of their Ten-Year Water Supply Work Plans, consistent with the directives of the LowerEast Coast Water Supply Plan.

~~6.3 OBJECTIVES AND POLICIES~~

OBJECTIVE 1.1: ~~Subsequent to the adoption of the Comprehensive Plan, t~~The Village shall require, through the land development approval process that, as a condition of the issuance of any development order or permit, public facilities and services which meet adopted level-of-service standards are available or assured to be available concurrent with the impacts of development. The latest point in the application process for the determination of concurrency is prior to the approval of a development order or permit which contains a specific plan for development, and which contains densities and/or intensities of development.

POLICY 1.1.1: Public facility level-of-service standards as displayed on Table ~~6-1~~ INF ~~are hereby~~ and adopted~~, and~~ shall be used as the basis for estimating the availability of capacity and demand generated by a proposed development. However, potable water level-of- service (LOS) standards used for Water Supply Facilities Planning purposes shall be consistent with those used by Seacoast Utility Authority. Further, coordinate with Seacoast Utility Authority in developing appropriate residential and non-residential LOS categories should they become necessary to better project future water supply needs.

POLICY 1.1.2: The Village Land Development Regulations shall continue to require that all development and/or redevelopment activities comply with concurrency criteria.

POLICY 1.1.3: The Public ~~Services~~ Works Department shall, in cooperation with public utility service providers, maintain procedures to update facility demand and capacity information, as development permits are issued.

POLICY 1.1.4: Village Land Development Regulations shall prohibit the installation of additional septic tank systems within the Village. Further, all new developments within the Urban Service Area shall be served by the central wastewater and potable water systems. The provisions of water and wastewater

services within Planning Area 1 shall be governed by POLICY 6.2 of the Capital Improvements Element.

POLICY 1.1.5: Village Land Development regulations shall prohibit the installation of individual potable water or irrigation wells in Planning Area 5, west of Northlake, and Planning Area 7, south of Lighthouse Drive, due to proximity to the Wellfield Protection Zone 4 contour ~~(Ref: Figure 3-9, FUTURE LAND USE element).~~

POLICY 1.1.6: Developers shall include an economic analysis for impacts on public facilities up to twenty-five (25) years at the request of the Village.

TABLE ~~6-1~~ INF
NORTH PALM BEACH UTILITIES
LEVEL-OF-SERVICE (LOS) STANDARDS

Facility	Level-Of-Service Standard
Sanitary Sewer: * (Urban Service Area Only)	~~Average Day Generation Residential - 66 gallons/capita/day Nonresidential - 1,060 gallons/acre/day~~ Maximum Day Generation Residential - ~~104~~ 107 gallons/capita/day Nonresidential ~~- 1,721 gallons/acre/day~~ There is no fixed non-residential gpd.
Potable Water: * (Urban Service Area Only)	~~Average Day Generation Residential - 99 gallons/capita/day Nonresidential - 1,874 gallons/capita/day~~ Maximum Day Generation Residential - ~~147~~ 189 gallons/capita/day Nonresidential ~~- 2,782 gallons/acre/day~~ There is no fixed non-residential gpd. Storage Capacity Av. Daily Flow x 0.5

*- The above rates are to be used only as a planning guide for the Village. Actual determination of flow rates used as a basis for plant capacity, main extension and tax charges shall be negotiated by individual property owners and Seacoast Utility Authority by Developer's Agreement.	
Solid Waste:	Average Generation Rate Residential: Single-Family: 0.926 tons/capita/yr. Multiple-Family: 0.58 tons/capita/yr. Non-Residential: 6.0 tons/acre/year
Drainage:	Design Storm Year frequency, 24 hour duration (one-day); Rainfall intensity curve, as established by the South Florida Water Mg. Dist.
~~**Groundwater Recharge:**~~	~~Impervious Area~~ ~~Residential~~ ~~Single-family - Main bldg. first floor area shall not exceed 40% of the total lot area.~~ ~~Multiple-family - Main bldg. first floor area shall not exceed 35% of the total site area.~~ ~~Non-residential - Main bldg. first floor area shall not exceed a minimum of 35% of the total site area; however, specific district regulations as per the Village Zoning Code shall apply.~~

OBJECTIVE 1.2: The Village shall maintain a five-year schedule of capital improvements needs, to be updated annually, in conformance with the Capital Improvements element. Capital improvements needs are defined as: (1) ~~T~~those improvements necessary to correct existing deficiencies in

order to maximize the use of existing facilities; or (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.

POLICY 1.2.1: Existing deficiencies will be addressed by undertaking the following activities:

Sanitary Sewer - Programming and financing of system improvements shall be the responsibility of Seacoast Utilit~~ies~~y Authority.

Solid Waste - No existing deficiencies identified.

Stormwater Management - Maintain a program of annual inspections, on a Drainage Basin basis, as a means of monitoring the efficiency of the system. Assess the results of the annual program each five years to determine whether or not corrective action is needed.

Potable Water - Programming and financing of system improvements shall be the responsibility of Seacoast Utilit~~ies~~y Authority.

Groundwater Recharge - No existing deficiencies identified.

POLICY 1.2.2: A Capital Improvements Coordinating Committee headed by the Village Manager, shall be maintained for the purpose of evaluating and ranking capital improvement projects proposed for inclusion in the five-year schedule of needs.

POLICY 1.2.3: Proposed capital improvement projects will be evaluated and ranked according to the following priority level guidelines:

Level One - Whether the project is needed to: (a) protect public health and safety in order to fulfill the Village's legal commitment to provide facilities and services; and (b) to preserve or achieve full use or efficiency of existing facilities.

Level Two - Whether the project: (a) prevents or reduces future improvement costs; or (b) provides services to developed areas currently lacking full service or promotes in-fill development.

Level Three - Whether the project represents a logical extension of facilities and services within a designated Village Planning Area.

OBJECTIVE 1.3: The Village of North Palm Beach shall continue to provide solid waste collection and drainage services at current levels-of-service to meet existing and projected future demands.

POLICY 1.3.1: The basic solid waste collection service POLICY shall consist of the following components:

1. Maintain the current level of collection service for the residents of the Village.
2. Annually review the need for a contractual agreement for the collection of wastes from commercial establishments presently provided by private haulers in order to assure uninterrupted service and the maintenance of sanitary conditions.
3. Periodically, enlist the assistance of the Solid Waste Authority of Palm Beach County to analyze the efficiency of collection routes in the North Palm Beach area.
4. Maintain a public information service in order to keep the citizens of the Village aware of collection schedules and placement of refuse containers, yard clippings, and other special wastes for collection.
5. Through an annual review, associated with the yearly budget process, maintain a collection system that best serves the residents of North Palm Beach.
6. Maintain regulations which address, but not be limited to, the location of containers and other solid waste to be collected, requirements of residents to place solid waste for collection at a reasonably determined time prior to collection, and the enforcement of said regulations to avoid potential health hazards from solid waste being scattered about.
7. Maintain an annual service program of all vehicles and equipment used in the collection service in order to minimize breakdown which may result in interruptions to service schedules.

POLICY 1.3.2: The basic drainage POLICY shall consist of the following Village responsibilities:

1. Continue annual, routine maintenance of catch basins and conduits.
2. Maintain design criteria within the subdivision ordinance to regulate swale plantings so that their design and function is not compromised.
3. Continue solid trash removal from dead end waterways.
4. Continue regulation of maintenance dredging of waterways through permitting processes.
5. Encourage appropriate land use activities in flood prone areas by implementing the Flood Protection Ordinance.
6. Protect the environmentally sensitive areas ~~defined on Figure 3-13A, Future Land Use element,~~ by limiting post-development runoff rates for stormwater exiting the area to pre-development levels.
7. Continue to require the use of the following water quality Best Management Practices (BMPs): Grass swales; vegetative cover; diversion/retention; erosion control; on-site retention; and catch basin cleaning.
8. Maintain regulations within the Village Land Development regulations to require use of such techniques as vegetation, mulches and berms for the control of pollutants from construction sites.
9. Maintain regulations within the Village Land Development regulations to require: (1) ~~M~~maintenance of flood protection levels provided by natural drainage features; and (2) implementation of ~~Chapter 17-25 (Regulation of Stormwater Discharge), Florida Administrative Code.~~ stormwater discharge regulations.
10. ~~Within the 5-year planning period~~ Every year, the ~~Village~~ County shall endeavor to maintain current pollutant levels at all outfalls within ~~its~~ the Village's jurisdiction as part of the "Wet Weather" sampling program regulations of the NPDES stormwater permitting process.
11. ~~Within the 5-year planning period~~ Every year, the ~~Village~~ County shall endeavor to maintain levels of pollutants at all dry weather sampling areas (i.e. areas with three days of no rain) as part of its "Dry

Weather" sampling program regulations of the NPDES stormwater permitting process.

12. The Village shall establish water quality standards consistent with the timing of NPDES permit program requirements.

OBJECTIVE 1.4: The Palm Beach County Solid Waste Authority shall continue to provide solid waste disposal services to the Village of North Palm Beach to meet existing and projected future demands.

POLICY 1.4.1: Maintain a liaison with the Solid Waste Authority of Palm Beach County in order to ensure the Village's input to the management of established landfill sites and the purchase/development of any future landfill sites, or other alternative manner of solid waste disposal.

POLICY 1.4.2: ~~Annually, in conjunction with the yearly budget process,~~ Solid Waste Authority shall evaluate the Village's resource recovery program (i.e. paper collection) to determine whether expansion of the program is economically feasible.

POLICY 1.4.4: The Palm Beach County Solid Waste Authority shall be responsible for financing needed transfer and disposal facilities to serve the Village.

OBJECTIVE 1.5: Seacoast ~~Utilities~~ Utility Authority shall continue to own, operate and maintain sanitary sewer, ~~and~~ potable water, and reclaimed water facilities to meet existing demands and coordinate and administer the extension of, or increase in, the capacity of facilities to meet future needs within the Village of North Palm Beach.

POLICY 1.5.1: The Village shall assure continued service for the residents of the Village by requiring property owners to execute a Developer's Agreement with Seacoast ~~Utilities~~ Utility Authority prior to issuing a Development Order.

POLICY 1.5.2: Annually monitor rate structures by participating on the Authority Governing Board, so that the lowest possible cost results to Village users.

POLICY 1.5.3: The Village shall maintain a high level of coordination with the Authority, by participating upon its Governing Board, with regard to ~~as regards~~ the provision, maintenance and operation of the sanitary sewer and potable water supply systems including the programming and financing of capital improvements.

POLICY 1.5.4: The use of existing properly constructed and functioning septic tank systems within the Village is acceptable; however, when analysis indicates that septic tank systems are adversely impacting the environment based upon the application of state water quality standards (i.e. Chapter 62-302, F.A.C. for surface water~~,~~ and Chapter 62- 520, F.A.C. for groundwater~~, and Chapter 100-6, F.A.C. for bathing places)~~, and that public health standards are compromised, septic tank systems causing or contributing to the situation shall be repaired or replaced.

POLICY 1.5.5: When central sanitary sewer service becomes available to currently unsewered areas~~, and existing septic tank systems fail to meet state water quality standards and/or endanger the public health,~~ connection to the central system shall be required~~.~~ within 365 days per F.S. 381.00655.

POLICY 1.5.6: The Village of North Palm Beach hereby adopts the ~~2015 — 2025~~ 2024-2034 Ten Year Water Supply Plan Update (Work Plan) ~~dated July 2015~~ for a planning period of ten years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the Village's water service area. The Village shall review and update the Work Plan ~~at least each five years~~ within eighteen (18) months after the Governing Board of the South Florida Water Management District approves an updated regional water supply plan. Any changes affecting the Village's Work Plan shall be included in an update to Capital Improvements Element of the North Palm Beach Comprehensive Plan to ensure consistency with the Work Plan.

OBJECTIVE 1.6: Village stormwater drainage regulations, incorporated within the Subdivision Regulations Ordinance, shall provide for protection of natural drainage features and ensure that future development utilizes stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.

POLICY 1.6.1: Limit post-development runoff rates and volumes to pre-development conditions ~~consistent with Chapter 40-E, Florida Administrative Code~~ and preserve existing natural drainage features.

POLICY 1.6.2 Village Land Development Regulations shall require the protection and preservation of water quality by use of construction site Best Management Practices (BMP's) and the incorporation of techniques such as on-site retention, use of pervious surfaces and native vegetation.

POLICY 1.6.3: Village shall implement a stormwater utility fee to pay for future and existing infrastructure needs.

POLICY 1.6:4: Village shall evaluate the useful life of the stormwater infrastructure to determine future upgrades.

OBJECTIVE 1.7: The Village shall continue to actively participate in potable water conservation programs both on an ongoing and an emergency basis.

POLICY 1.7.1: The Village shall implement and enforce Water Shortage Emergency Provisions, established under Chapter 40E-21, Florida Administrative Code, upon declaration of a water shortage emergency by the South Florida Water Management District.

POLICY 1.7.2: Xeriscape Landscaping practices shall maintained within the Village Land Development Regulations as a means of minimizing future irrigation water needs.

~~POLICY 1.7.3: By implementing the Plumbing Code, the Village shall require the use of low volume fixtures.~~

POLICY 1.7.43: As a means of conserving potable water resources, the Village shall continue to use surface water from the C-~~18~~ 17 canal to irrigate the following areas: ~~P~~parks and recreational areas; municipal areas; median strips along U.S. Highway No. 1 and Northlake Boulevard; and the North Palm Beach Country Club.

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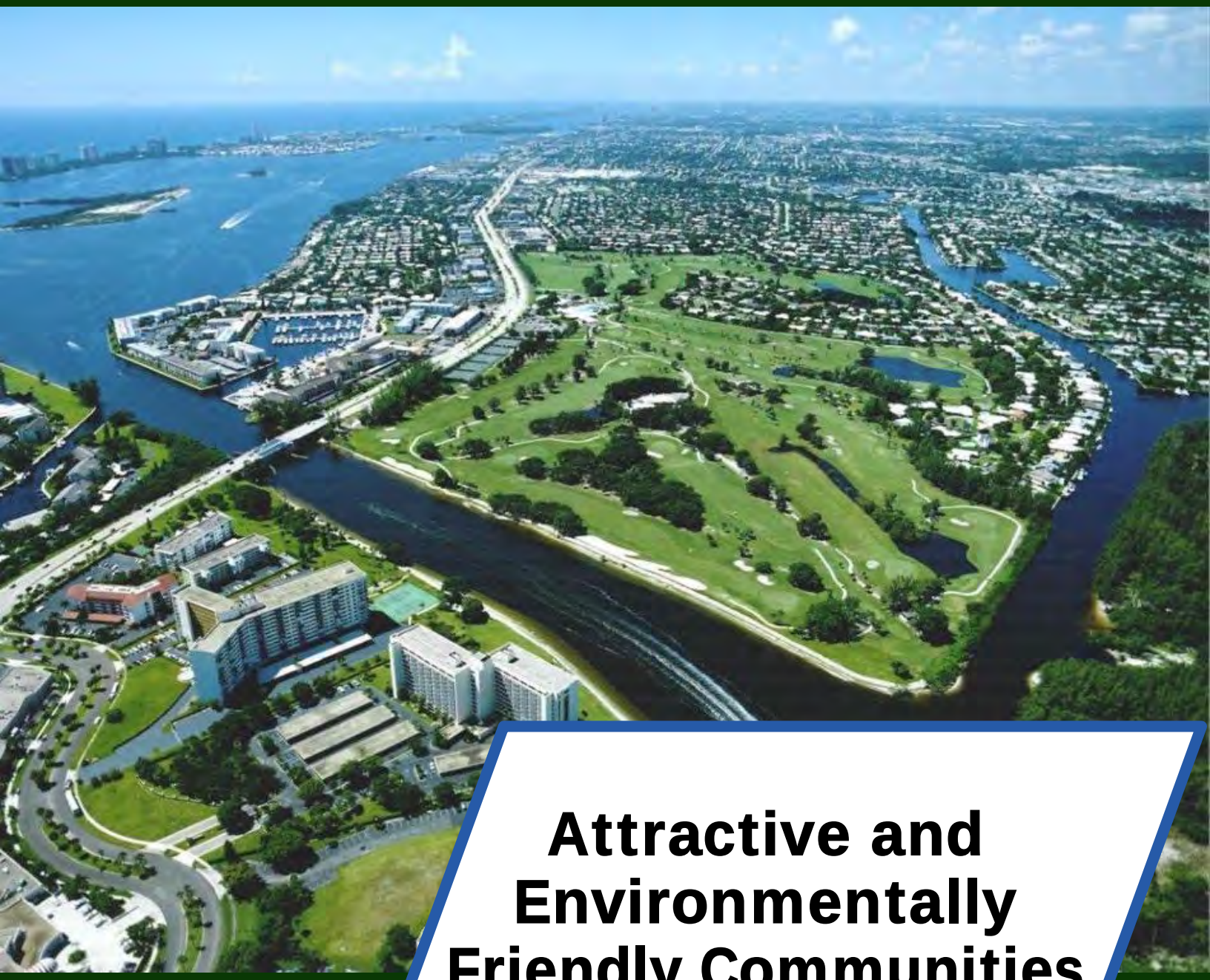

Attractive and Environmentally Friendly Communities

Coastal Management
Conservation
Recreation and Open Space

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Coastal Management

Goals, Objectives, and Policies



Chapter 3: Attractive and Environmentally Friendly Communities

Element 7

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GOALS, OBJECTIVES, AND POLICIES

~~7.0 COASTAL MANAGEMENT ELEMENT~~

~~7.1 INTRODUCTION~~

~~The Coastal Management element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (a), Florida Statutes, establishes the Coastal Management element requirement and Chapter 9J-5.012, Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for the Coastal Management goal, objectives and policies is presented in Chapter 7 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999 _ Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

GOAL 1.0 - The Village shall protect human life and limit public expenditure in areas subject to destruction by natural disasters and, where appropriate, restrict development activities that would damage or destroy coastal resources

OBJECTIVE 1.1: Maintain or improve the environmental integrity of existing wetlands, marine habitats and coastal resources, including historical sites.

POLICY 1.1.1: By implementing Special POLICY 1.5.4 of the Future Land Use element, prohibit development in the coastal area that will adversely impact existing marine habitats and resources.

POLICY 1.1.2: All planned improvements to John D. MacArthur Beach State Park shall be reviewed by the Village for consistency with the Village Goal Statement and Objectives 1.4, 1.6 and 1.7 of this element.

POLICY 1.1.3: Adhere to the Palm Beach Countywide Manatee Protection Ordinance, including signage.

POLICY 1.1.4: Historic sites in the Coastal Planning Area shall be protected by implementing POLICY 1.1.1 of the Future Land Use element.

POLICY 1.1.5: The Village marina siting, and regulatory POLICY shall consist of the following:

1. Commercial marinas, including their accessory uses, such as wet and dry boat storage facilities, gasoline supplies, and minor repair facilities that are incidental to wet boat storage shall be located in areas with a commercial future land use designation, per the Future Land Use Map Series, and a commercial zoning designation.
2. Commercial marinas shall be located ~~with~~ directly adjacent to one of the following water bodies: Lake Worth; Intracoastal Waterway; C-17 Canal (Earman River); or North Lake.
3. Major repair facilities involving large boats, or businesses performing engine overhaul shall be prohibited.
4. All new marinas, and major improvements to existing marinas shall provide sewage pump out service to boats seven meters in length, or more.
5. An application for approval of a new marina shall include an environmental assessment consistent with the current requirements of Section 36-38.1 of the Village Code, including and assessment of water depth, water quality impacts, and needed mitigation actions.
6. An application for approval of a new marina shall include a hurricane contingency plan.

OBJECTIVE 1.2: Maintain or improve estuarine environmental quality.

POLICY 1.2.1: The Village shall ensure that marinas are sited to minimize impacts upon coastal and estuarine resources by coordinating with Palm Beach County in the development of a marina siting ordinance and by amending land development regulations to assure consistency with regional policies related thereto.

POLICY 1.2.2: Require the use of urban Best Management Practices (BMP's) to reduce non-point source pollutant loadings to estuarine waters via the Village's stormwater drainage system.

POLICY 1.2.3: Any discharge to the stormwater system containing any sewage, industrial waste, or other waste materials, or containing any materials in violation of federal, state, county, or municipal rules, regulations, orders or permits, is prohibited.

POLICY 1.2.4: Continue to ~~review the~~ partner with Palm Beach County and support the implementation ~~results~~ of actions specified in the Lake Worth Lagoon Management Plan ~~Study and.~~ The Village shall review any future studies to determine the need for Comprehensive Plan amendments ~~by the Village~~ to further protect marine resources and/or improve water quality.

OBJECTIVE 1.3: The Village shall retain water-dependent recreational land uses, which are accessible to the public.

POLICY 1.3.1: The Village shall continue to support the State's efforts to increase public use of, and access to the John D. MacArthur Beach State Park facility in Planning Area 1.

POLICY 1.3.2: The Village shall continue to provide public access by maintaining the following facilities: Anchorage Marina (active boating facility); and Lakeside Park (passive recreational facility).

POLICY 1.3.3: Redevelopment proposals that include an existing water-dependent land use may be allowed, via the planned unit development or variance procedure, to exceed the maximum intensity standards listed in POLICY 1.1.~~A.~~4 of the Future Land Use Element, provided that: (1) such redevelopment proposals are found by the Village to be compatible with neighboring land uses; (2) the water-dependent land use is retained and/or enhanced; and (3) public access is retained or provided.

OBJECTIVE 1.4: Protect beaches and dunes and minimize impacts of man-made structures while providing public access to the entirety of the beaches and shoreline areas in Planning Area 1.

POLICY 1.4.1: Future development in Planning Area 1 shall be consistent with the John D. MacArthur Beach State Park ~~Master~~ Management Plan.

POLICY 1.4.2: Erosion control measures shall be limited to those that do not interfere with normal littoral processes, sea turtle nesting and hatching activities or negatively impact coastal natural resources.

POLICY 1.4.3 Allow only native dune vegetation to be used in landscaping of dune systems in Planning Area 1 consistent with the criteria established in the John D. MacArthur State Park Master Plan.

POLICY 1.4.4: Beach and dune alteration and construction shall be consistent with the John D. MacArthur State Park Master Plan.

OBJECTIVE 1.5: Maintain or reduce hurricane evacuation times by implementing the Future Land Use and Capital Improvements elements and increasing the database regarding special needs populations and continuing to participate in the County ~~Peacetime~~ Comprehensive Emergency Management Plan.

POLICY 1.5.1: The Village shall identify through notice in the Village newsletter and/or utility bills, residents who need special assistance during emergency evacuation and notify the appropriate civil and emergency management agencies of the same.

POLICY 1.5.2: Provide constant input to the Emergency Management Center with respect to road conditions, accidents, flooding, and the status of evacuation activities, during hurricane evacuation periods through the Village Public ~~Safety~~ Works Department.

POLICY 1.5.3: Urban development in Planning Area 1 shall be discouraged by implementing the "Conservation/Open Space" Land Use designation.

POLICY 1.5.4: North Palm Beach shall continue to participate with Palm Beach County and other local municipalities in developing and executing an ongoing unified strategy (Local Mitigation Strategy) for reducing the Village's vulnerability to identified natural, technological and societal hazards.

OBJECTIVE 1.6: Regulate development and limit public expenditures that subsidize development in coastal high hazard areas, (i.e. The area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model, as illustrated on RCM- Map 2. ~~Figure 3-7 of the Future Land Use Map Series).~~

POLICY 1.6.1: The repair, relocation, or replacement of infrastructure within the coastal high hazard area shall be prioritized when State funding is needed as follows: (2) When the general health, safety and welfare of the community is directly impacted, the use of State funding shall be used for repair, or replacement of infrastructure; (2) When the general health, safety and welfare is not directly impacted, repair of infrastructure can be considered; and (3) relocation of infrastructure shall be given the lowest of priority.

POLICY 1.6.2: As part of this Comprehensive Plan, the Village shall designate Planning Area 1 as a "non-service area" (Ref: Objective 6, Capital Improvements element).

POLICY 1.6.3: A development shall not be approved unless all land intended for use as building sites can be used safely for building purposes, without danger from flooding or other inundation. In order to determine potential danger from flooding, or other inundation in the coastal high hazard area, the Village Public ~~Services~~ Works Department may require the submittal of a Flood Hazard Report, pursuant to Section 36-11 (24) of the Village Code, prior to issuing a development order.

POLICY 1.6.4: The Village shall discourage expenditure of public funds in the coastal high hazard area, unless funds are to be used to upgrade existing facilities or infrastructure, or to replace damaged infrastructure.

OBJECTIVE 1.7: Level-of-Service Standards in the Coastal Planning Area shall be defined by the application of Policies 1.5.1, 1.6.1 and 1.6.2 of the Capital Improvements E~~e~~lement. Phasing of infrastructure shall be defined by the application of POLICY 1.5.2 of the Capital Improvements element.

POLICY 1.7.1: Through citizen advisory committees, evaluate the need for additional water-dependent and water-related uses in the coastal planning area. Additional needs should be identified in conjunction with the recommendations generated in Objective 1; Recreation and Open Space element.

OBJECTIVE 1.8: The Village shall provide for post-disaster redevelopment plans, which will reduce or eliminate the exposure of human life and public and private property to natural hazards.

POLICY 1.8.1: The Village shall provide for repair, relocation, or structural modification of damaged infrastructure and services, according to the priorities established in POLICY 1.6.1, and consistent with federal funding requirements. Priority shall be given to immediate clean-up actions, and the maintenance of critical municipal services in the coastal high-hazard area, including but not limited to local roadways, drainage systems, and solid waste collection service that are the operational responsibility of the Village.

POLICY 1.8.2: The Village shall limit development in Planning Area 1 to Conservation/Open Space uses. Further, the Village shall require redevelopment in the coastal high-hazard area to conform to current building pad elevation standards.

POLICY 1.8.3: The Village, where possible and economically feasible, shall: (1) Discourage the expenditure of public funds to build new facilities and infrastructure within the coastal high hazard area; and (2) locate public infrastructure and facilities outside of the coastal high-hazard area.

OBJECTIVE 1.9: Create a Coastal Planning Area identifying specific properties located within a flood zone, which are more at-risk of natural disaster hazards.

POLICY 1.9.1: All structures within the Coastal Planning Area shall be constructed one (1) foot above the minimum Base Flood Elevation established in the FEMA Flood Insurance Rate Maps.

POLICY 1.9.2: All seawalls shall be placed at a height equal or above four (4) foot NAVD88. ~~the lowest base flood elevation for the property.~~

POLICY 1.9.3: Property owners shall be encouraged to raise lands out of the flood zone during substantial redevelopment and seek a Letter of Map Change request from FEMA.

POLICY 1.9.4: The Village shall encourage property owners to provide yearly maintenance and assessment of seawall stability.

OBJECTIVE 1.10: The Village shall continue to participate in the National Flood Insurance Program and maintain the lowest possible Community Rating System level.

POLICY 1.10.1: The Village shall consider the acquisition of at-risk lands within the Coastal Planning Area as opportunities arise.

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Conservation

Goals, Objectives, and Policies

Chapter 3: Attractive and Environmentally Friendly Communities

Element 8



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GOALS, OBJECTIVES, AND POLICIES

~~8.0 CONSERVATION~~

~~8.1 INTRODUCTION~~

~~The Conservation element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (a), Florida Statutes, establishes the Conservation element requirement and Chapter 9J-5.013 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Conservation goal, objectives and policies is presented in Chapter 8 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the Village of North Palm Beach Water Supply Facilities Work Plan dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~8.2 VILLAGE GOAL STATEMENT~~

~~Protect, conserve and enhance existing natural resources, including vegetative communities, fish and wildlife habitats and species of special concern.~~

~~8.3 OBJECTIVES AND POLICIES~~

GOAL 1: Ensure the conservation and appropriate use of minerals, soils, and native vegetative communities through the continued enforcement of Village rules and regulations and development (site) plan reviews.

OBJECTIVE 1.*1*: Protect air quality and reduce energy consumption within the Village.

POLICY 1.1.1: ~~Continue the required use, within the Village Land Development Regulations, of~~ Support construction practices such as seeding, wetting and mulching which minimize airborne dust and particulate emission generated by construction activities. These practices shall be undertaken within 30 days of completion of clearing work.

POLICY 1.1.2: Open burning of land clearing debris shall be prohibited without a permit issued by the Palm Beach County Health Department.

POLICY 1.1.3: The Village supports the County's efforts to reduce the potential for automotive emission pollution by programs such as carpooling, public transportation, public mass transit, employer-based transportation management, and work from home. ~~flex time~~. Further, create public awareness of the benefits of limiting the idling of vehicles.

POLICY 1.1.4: Coordinate, as necessary with county transportation planning agencies to increase the quality of public mass transit services within the Village consistent with POLICY 1.9.1; Transportation element.

~~POLICY 1.5: Participate in the county-wide effort to require all gas station pumps be equipped with vapor recovery systems. The Village shall adopt an ordinance to this effect or continue to participate in implementing the countywide ordinance.:. Encourage measures to verify quality of motor vehicle air emission equipment.~~

POLICY 1.1.5~~6~~: Educate the public on the proper placement of canopy trees and other landscape materials in order to strategically provide shade and reduce energy consumption.

OBJECTIVE 1.2: Protect, conserve and enhance the ~~water~~ quality of waters that flow into estuarine or oceanic waters within the Village through the implementation of Best Management Practices (BMP's) ~~including~~.

POLICY 1.2.1: Continue to require the use of Urban Best Management Practices (BMP's within the Village's development regulations.

POLICY 1.2.2: Village land development regulations shall continue to require that, in water management systems where use of stormwater retention systems is necessary, any modifications to, or construction of canals shall incorporate water and habitat quality enhancement features such as planned littoral zones or

shallow shelves, bank slopes conducive to shoreline vegetation and immediate vegetative stabilization of any bare ground adjacent to the system, as appropriate.

POLICY 1.2.3: Except as in accordance with a valid NPDES permit, any discharge to the Village stormwater system that is not composed entirely of stormwater is prohibited. ~~Unless the Director of Public Services determines that they are not properly managed, authorized exceptions to this POLICY are as follows:~~ The following exceptions apply: (a) Flows from fire fighting, water line flushing, and other contributions from potable water sources; (b) landscape irrigation and lawn watering, (c) irrigation water; (d) diverted stream flows; (e) rising groundwaters; (f) direct infiltration to the stormwater system; (g) uncontaminated pumped groundwater; (h) foundation and footing drains; (i) water from crawl space pumps; 0) air conditioning condensation; (k) individual residential car washings; (l)flows from riparian habitats and wetlands; and (m) de-chlorinated swimming pool contributions. The Director of Public Works may prohibit any of the above exceptions if they are not properly managed.

POLICY 1.2.4: The Village shall protect water quality by restricting activities and land uses known to adversely affect the quality and quantity of identified water sources such as natural groundwater aquifer recharge areas and wellhead protection areas. The Village's ground water protection POLICY shall consist of the following:

- POLICY 3~~2~~.2 Future Land Use element;
- POLICY 3~~2~~.3 Future Land Use element;
- POLICY 4~~3~~.3 Future Land Use element;
- Special POLICY 5.17 Future Land Use element;
- POLICY 1.4 Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge (~~Utilities~~ Infrastructure) element;
- POLICY 1. 5 ~~Utilities~~ Infrastructure element,
- POLICY 5.4 ~~Utilities~~ Infrastructure element; and
- POLICY 5.5 ~~Utilities~~ Infrastructure element.

OBJECTIVE 1.3: Conserve potable water supplies during periods of water shortage, as defined by the South Florida Water Management District.

POLICY 1.3.1: Continue to institute emergency water conservation techniques and programs under the direction of South Florida Water Management District, as per Chapter 40E-21, Florida Administrative Code.

POLICY 1.3.2: Current per capita consumption rates indicate that there is a need to conserve water usage. Therefore, the Village shall protect water resources by adopting the South Florida Water Management District's mandatory year-round landscape irrigation conservation measures. ~~no need to reduce water usage within the Village during 1999-2005 period.~~

OBJECTIVE 1.4: Conserve soil and native plant communities and remove and prevent the spread of invasive exotic plant species.

POLICY 1.4.1 Develop and maintain erosion control plans for areas experiencing continued erosion of shoreline or banks. The Village shall continue to seek assistance from the SFWMD to institute an erosion control program for the C-17 Canal.

POLICY 1.4.2: Land development regulations shall contain: (1) The requirement that all applications for new development contain an inventory of native plant communities and endangered species and a program for the preservation thereof; (2) a statement regarding the suitability of soils for development; and (3) the prohibition of planting exotic, invasive plant species and a program for the removal thereof.

POLICY 1.4.3: ~~The Village shall continue its annual program of exotic plant species removal and/or trimming on public lands with the Village limits.~~ All new developments and substantial redevelopment should be encouraged to utilize native plant material to the greatest extent feasible when providing required landscape material.

OBJECTIVE 1.5: Conserve and protect fish and wildlife and their habitats.

POLICY 1.5.1 No person shall operate a boat, or any other vessel, including water sport apparatus or other physical object capable of transporting human beings or other cargo on water, at a speed in excess of five miles per hour, in any of the waterways within

the Village, with the exception of the waters of Lake Worth and the Intracoastal Waterway, except in cases of fire or extreme emergency.

POLICY 1.5.2: ~~Upon completion of the Manatee Protection program for Palm Beach County, I~~ Incorporate pertinent control measures within the Village's Comprehensive Plan to comply with the Palm Beach County Manatee Protection Program

OBJECTIVE 1.6: The Village shall maintain measures regulating the management and mitigation of hazardous wastes and materials.

POLICY 1.6.1: The Village shall maintain an ordinance regulating the storage and disposal of hazardous wastes and materials.

~~POLICY 6.2: The Village shall provide for management of hazardous wastes to protect natural resources through its local Haz-Mat team.~~

POLICY 1.6.2~~3~~: The ~~Public Safety~~ Fire Rescue Department shall take any necessary actions, including clean-up, removal and/or abatement of hazardous substances discharged upon or into public or private property, or facilities within the Village. Further, any person or persons responsible for causing or allowing an unauthorized discharge of hazardous substances requiring the action of the Fire Rescue ~~Public Safety~~ Department, or its authorized agents, shall reimburse the Village for the full amount of all costs associated with investigating, mitigating, minimizing, removing and abating any such discharge, according to a payment schedule established by the Village.

OBJECTIVE 1.7: The Village of North Palm Beach will protect and conserve mangroves, wetlands and sea grasses to ensure that there will be no net loss of the existing natural resources within the Village.

POLICY 1.7.1: Mangrove, wetlands and sea grass areas within the Village shall be deemed environmentally sensitive in recognition of their many natural functions and values, and, to further the public interest, shall be protected from incompatible land uses. The Village shall afford protection to all these resources regardless of size.

POLICY 1.7.2: The definition of mangroves and wetlands to be used for regulatory purposes by the Village shall be the most comprehensive definition of the definitions of wetlands used by the South Florida Water Management District, the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. Representatives of these agencies will be contacted for assistance in identifying the location of all wetland areas within the Village.

POLICY 1.7 .3: The location of mangrove, wetland, and sea grass areas shall be identified by survey at the time of a development application review. The Village shall not issue a development order or permit for a parcel until all such areas on and adjacent to the subject parcel have been identified and located.

POLICY 1.7.4: No development, including residential development, shall be permitted within mangrove or other wetland areas unless project alternatives that would avoid mangrove and wetland impacts are unavailable and mitigation is provided by the applicant to offset adverse impacts. For purposes of this POLICY, sufficient mitigation is defined as that which is required by F.S. § 403.9332~~Florida Administrative Code Rules 17-312.300 through 17-312.390.~~

POLICY 1.7.7: No pier, dock or walkway shall be located on submerged land which is vegetated with sea grasses except as is necessary to reach waters at a depth as prescribed by the State Department of Environmental Protection. The docking terminus shall not be located over a sea grass bed.

OBJECTIVE 1.8: Participate in the formulation and implementation of water supply conservation programs developed by Seacoast Utility Authority.

POLICY 1.8.1: Coordinate with Seacoast Utility Authority to implement potable water conservation programs established as part of its Consumptive Use Permit.

POLICY 1.8.2: Cooperate with Seacoast Utility Authority in the development and implementation of water reuse programs, to

the extent that they may apply to the Village of North Palm Beach.

POLICY 1.8.3: Coordinate with Seacoast Utility Authority to maintain a water supply plan, updated every 10 years, which will identify the projected future demand and potential new sources.

OBJECTIVE 1.9: Encourage and promote green design techniques for new development, redevelopment and infill projects.

POLICY 1.9.1 Water reduction through use of native vegetation, reduction in urban heat island effects by selecting alternative materials, and reduction in energy consumption through building systems and design.

POLICY 1.9.2 Support creation of community gardens on Village owned property.

POLICY 1.9.3 Encourage education of Village residents to utilize native vegetation within private property landscaping.

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Recreation and Open Space

Goals, Objectives, and Policies

Chapter 3: Attractive and Environmentally Friendly Communities Element 9



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GOALS, OBJECTIVES, AND POLICIES

~~9.0 RECREATION AND OPEN SPACE~~

~~9.1 INTRODUCTION~~

~~The Recreation and Open Space requirement was repealed by the Florida Legislature in 1996. However, Chapter 163.3177, (7)(k), Florida Statutes permits a local government to include additional elements, which are deemed necessary by the local government, upon recommendation of the Local Planning Agency (LPA).~~

~~Due to the importance of recreational facilities to the character of North Palm Beach, the Village has determined it necessary to maintain the Recreation And Open Space element within the Comprehensive Plan.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Recreation and Open Space goal, objectives and policies is presented in Chapter 9 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.~~

~~9.2 VILLAGE GOAL STATEMENT~~

~~Ensure that the existing and future recreation and open space facilities and programs are maintained and improved in order to meet current and projected needs of Village residents.~~

GOAL 1: To ensure adequate recreation and open space opportunities for all sectors of the community and enhance the quality of life North Palm Beach offers through the development of attractive parks, recreation facilities, and open spaces.

OBJECTIVE 1.1: Maintain, annually review, and update as necessary, the master development program for all Village recreation facilities.

POLICY 1.1.1: On an annual basis, review each existing recreation facility in terms of its recreation development potential by analyzing existing uses, parking areas, condition of facilities and site design characteristics.

POLICY 1.1.2: The Village shall investigate development of a Parks Master Plan to assess desired and needed recreation amenities.

OBJECTIVE 1.2: All existing recreation facilities shall be maintained, as financially feasible, at a level equivalent to that which is currently in use ~~evidence.~~

POLICY 1.2.1: Provide maintenance program funding for existing and future recreation facilities through the annual budgeting process, including an annual review of facility condition, and user and permit fees.

POLICY 1.2.2: Encourage "adopt a park" program to be utilized by various neighborhood groups and organizations.

POLICY 1.2.3: Enhance parks facilities by establishing a requirement for development impact fees.

OBJECTIVE 1.3: Plan for the provision of facilities in advance of their actual need.

POLICY 1.3.1: Maintain a five-year Capital Improvement Program for recreation facilities based upon the results of the annual review completed pursuant to POLICY 1.1.

POLICY 1.3.2: Long-range recreation improvements for land and facilities shall be based upon projected needs of the buildout population

POLICY 1.3.3: Continue to require recreational site dedications for new developments as currently required by the Subdivision Ordinance.

OBJECTIVE 1.4: Review leisure programs, on an annual basis, in conjunction with the Village budget procedure as a means of meeting current resident needs.

POLICY 1.4.1: Continue to expand library cultural programs to include all ages.

POLICY 1.4.2: Continue to plan expansion of all programs to satisfy population increases with the aid and advisement of citizen advisory boards.

OBJECTIVE 1.5: Establish Level of Service Standards for recreation facilities and open spaces within the Village.

POLICY 1.5.1 ~~Level-of-Service Standards, per Table 9-1, shall be maintained for recreation and open space facilities within the Village and incorporated within the Village Land Development Regulations.~~ A level of service standard shall be maintained at the current level of development: 4.15 acres of neighborhood and community park space per 1000 residents.

POLICY 1.5.2: Specific open space definitions consistent with Level-of-Service Standards shall be maintained within Village Land Development Regulations.

OBJECTIVE 1.6: ~~Reserved.~~ Identify and assess opportunities for enhanced youth sports activities.

POLICY 1.6.1: Identify service gaps in youth sports leagues that neighboring municipalities are not providing.

POLICY 1.6.2: Provide opportunities for residents and general public to utilize Village facilities, which may operate independently of the Village Recreational programs.

OBJECTIVE 1.7: Increase the existing capacity ~~inventory~~ of recreation and areas open space facilities by coordinating public and private resources.

POLICY 1.7.1: ~~Enter~~ Assess the viability of entering into an agreement with ~~The Benjamin School~~ public and private schools for the joint use of the ~~football/soccer~~ athletic fields as future needs dictate.

POLICY 1.7 .2: Development of park sites shall be consistent with specific plans designed to:

A) Achieve cost efficiency;

B) Fulfill the spatial and functional needs of the intended uses;

C) Enhance the appearance of the Village;

D) Establish highly visible Village points of interest, which create a sense of community.

E) Provide accessibility to all residents.

~~Enforce open space and recreation site dedications as required by the zoning and subdivision ordinance through the Village Land Development approval process.~~

OBJECTIVE 1.8: Provide access to library resources for all Village residents.

POLICY 1.8.1: Continue to encourage the equitable inter-community sharing of recreational and library facilities.

OBJECTIVE 1.9: The Village shall improve and enhance access to parks, recreation and community facilities by establishing connections to activity centers and neighborhoods through sidewalks and enhanced streetscapes by developing a Village trail system.

POLICY 1.9.1: ~~Investigate the need for~~ Develop a Bicycle and Pedestrian Master Plan by 2026.

POLICY 1.9.2: Identify gaps in pedestrian connectivity and establish Village rights-of-way and properties to create connections.

POLICY 1.9.3: Private entities shall be encouraged to dedicate access easements to the Village as necessary to create connections identified in a Bicycle and Pedestrian Plan.

OBJECTIVE 1.10: Maintain the North Palm Beach Country Club open to the public.

POLICY 1.10.1: Consider creation of a strategic plan to identify fiscal and operational sustainability of the Country Club facilities.

~~TABLE 9-1~~

~~RECREATION AND OPEN SPACE~~

~~LEVEL OF SERVICE STANDARDS TABLE~~

~~Classification Area/Activity~~	~~Standard (unit/population)~~
~~Neighborhood Parks~~	~~2 acres/1 , 000~~
~~Community Parks~~	~~2 acres/1 , 000~~
~~Beaches~~	~~1 mile/31,250~~
~~Marinas~~	~~1 slip/2,500~~
~~Boating~~	~~1 ramp/6,250~~
~~Golf Courses~~	~~9 holes/30,000~~
~~Swimming~~	~~1 pool/31,250~~
~~Tennis~~	~~1 court/2,500~~
~~Basketball~~	~~1 court/2,500~~
~~Shuffleboard~~	~~1 court/6,250~~
~~Baseball/Softball~~	~~1 field/7 ,200~~
~~Football/Soccer~~	~~1 field/4,800~~
~~Handball/Racquetball~~	~~1 court/6,000~~
~~Playground Areas~~	~~1 area/3,600~~
~~Volleyball~~	~~1 court/7,200~~

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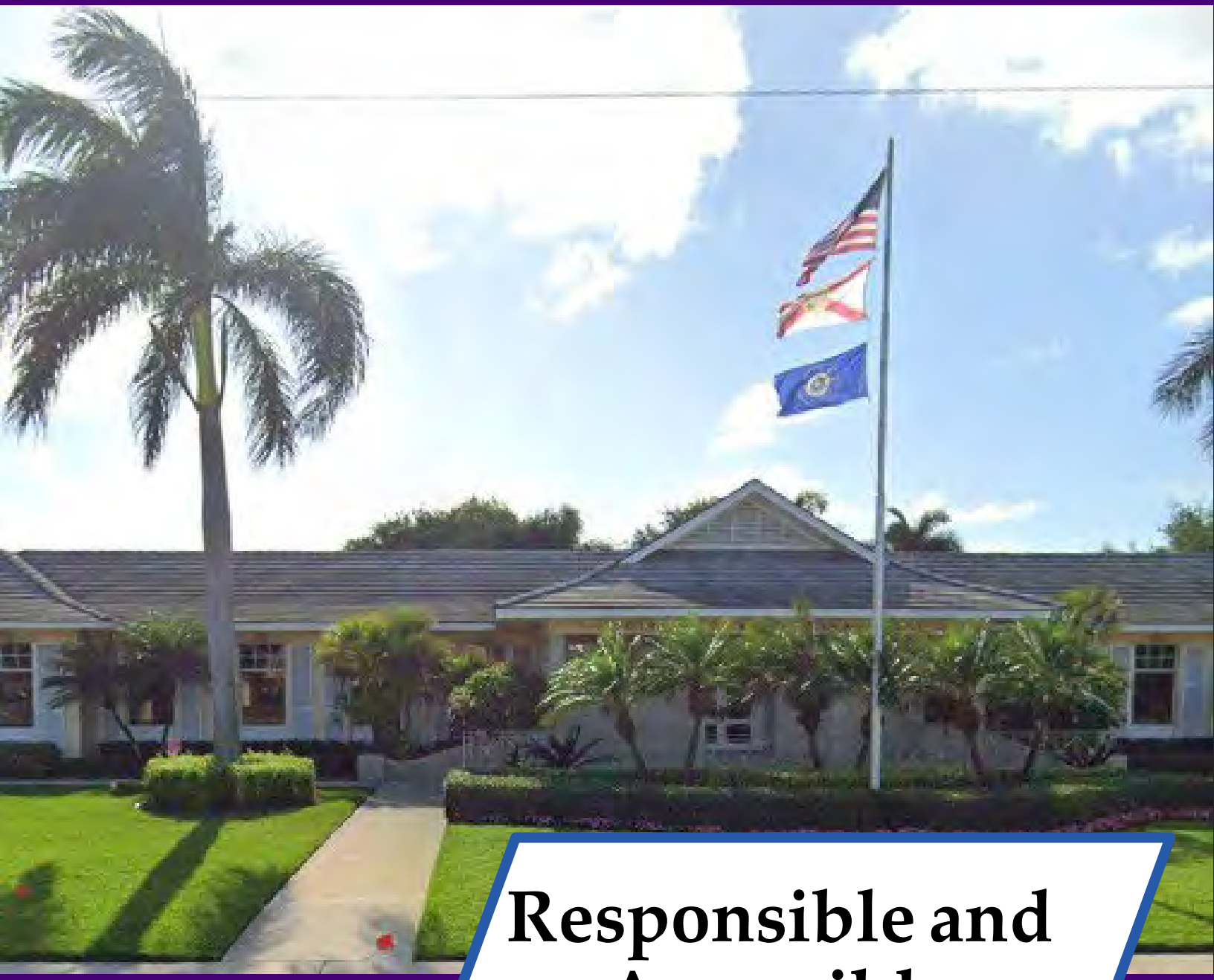

Responsible and Accessible Government

Intergovernmental Coordination
Property Rights
Evaluation and Monitoring

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Intergovernmental Coordination

Goals, Objectives, and Policies

Chapter 4: Responsible and Accessible Government

Element 10



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GOALS, OBJECTIVES, AND POLICIES

~~10.0 INTRODUCTION~~

~~The Intergovernmental Coordination element is required to be included within the Comprehensive Plan per requirements of State planning law and rule criteria. Specifically, Chapter 163.3177(6) (h), Florida Statues, establishes the Intergovernmental Coordination requirement and Chapter 9J-5.015 Florida Administrative Code, establishes minimum criteria to guide its preparation.~~

~~A summary of the data, analysis and support documentation necessary to form the basis for Intergovernmental Coordination goal, objectives and policies is presented in Chapter 10 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report date 1999_Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR Based Amendment Support Documentation dated 2009.~~

~~10.1 VILLAGE GOAL STATEMENT~~

~~Maintain and initiate, where necessary, an efficient and effective network of intergovernmental coordination mechanisms oriented to addressing issues and needs necessary to implement the goals and objectives of the North Palm Beach Comprehensive Plan. Further, intergovernmental coordination shall be oriented to maintaining the current character of the Village, while addressing issues and needs necessary to maintain adopted Level-of-Service (LOS) Standards.~~

GOAL 1: To improve governmental efficient and effectiveness and resolve conflicts and incompatibilities through cooperation, communication and flexible relationships between North Palm Beach and all other governmental organizations which share common interests and issues.

OBJECTIVE 1.1: Coordinate Comprehensive Plan and Conflict Resolution. Maintain planning coordination with adjacent municipalities, Palm Beach County, the Palm Beach County School Board, and current service providers.

POLICY 1.1.1: All relevant information necessary for review and comment by affected governments shall be supplied by the Village.

POLICY 1.1.2: Notify Lake Park, Palm Beach Gardens, Riviera Beach, Palm Beach County, the Palm Beach County School Board and municipal service providers regarding pending land use amendments ~~or land development decisions~~ within North Palm Beach. Formally notify appropriate governments of pending

planning or development activities on lands adjacent to their borders, including the need for additional intergovernmental coordination mechanisms. Comments regarding the impacts upon adjacent municipalities shall be formally considered by the Village prior to making a land use planning or development decision in these areas. If the Village and the commenting municipality cannot devise the means to jointly mitigate perceived adverse impacts, the Village shall initiate a request for mediation services offered by the Treasure Coast Regional Planning Council.

~~POLICY 1.3: Notify the Treasure Coast Regional Planning Council during the Village comprehensive plan amendment process and provide an opportunity for their review and comment.~~

POLICY 1.1.3~~4~~: Continue the current level of participation in the implementation of the Palm Beach County Housing Assistance Plan. ~~by updating and executing the current Interlocal Agreement upon request by the Palm Beach County Department of Community Development~~. Further, participate with other local government, under the direction of Palm Beach County, to develop and implement a "fair-share" program to address countywide very-low, low and moderate income housing needs, including financing mechanisms and incentives and participation in State and/or Federal subsidy programs.

POLICY 1.1.4~~5~~: Maintain the Village Zoning Code provisions regarding the placement of Community Residential ~~Group~~ Home facilities in North Palm Beach.

POLICY 1.1.5~~6~~: Investigate a joint-use arrangement with Benjamin School as a means of meeting future recreational facilities needs in the Village.

POLICY 1.1.6~~7~~: ~~Pending the results of the County environmental study of Lake Worth,~~ Participate with other local governments in the development and implementation of a Lake Worth Lagoon Management Plan.

POLICY 1.17.~~8~~: The Village shall continue participating in the ~~"Comprehensive Plan Amendment" (IPARC) interlocal agreement~~ Palm Beach County "Intergovernmental Plan Amendment Review

Committee" (IPARC) with participating municipalities, Palm Beach County, Palm Beach County School Board, South Florida Water Management District and various special districts in the formalized effort to establish a countywide intergovernmental coordination program. The program is established to review proposed changes to comprehensive plans of adjacent local governments, as well as the plans of other entities providing services, but not having regulatory authority over the use of land.

POLICY 1.1.8~~9~~: The Village shall continue to participate in ~~"Multi-Jurisdictional Issues Coordination Forum" interlocal agreement~~ the Palm Beach County "Issues Coordination Forum" (Issues Forum) with participating municipalities, Palm Beach County, Palm Beach County School Board, South Florida Water Management District, and various special districts in order to participate in the formalized effort to create a multi-jurisdictional issues forum. The program will facilitate the identification and resolution of countywide issues by providing a vehicle for consensus building through joint research and debate.

POLICY 1.1.9~~10~~: If an issue is identified through the Intergovernmental Plan Amendment Review Committee (IPARC) review process ~~(Ref: POLICY 1.8)~~ or the Issues Coordination Forum ~~(Ref: POLICY 1.9)~~, utilize interlocal agreements to identify joint planning areas and implement planning responsibilities, as necessary.

POLICY 1.1.10~~1~~: If it is determined during the development order review process that a development within the Village of North Palm Beach will have negative impacts upon levels- of service (i.e. cause the service level to fall below adopted L.O.S. standards) within a neighboring jurisdiction, then the Village shall negotiate an interlocal agreement to address: (1) h~~H~~ow the costs of impacts will be borne; and (2) w~~W~~ho will bear the costs of impacts.

POLICY 1.1.11~~2~~: North Palm Beach shall coordinate with those schools which serve the Village, and are part of the State University System, regarding the development of campus master plans, or amendments thereto, in accordance with Section 240.155, Florida Statutes.

~~POLICY 1.13: Continue to participate in The Northlake Boulevard Corridor Task Force, whose purpose is to develop consistent standards for signage and development along the roadway.~~

POLICY 1.1.1~~2~~4: ~~Continue to participate in the Lake Worth Hike/Bike Trail Task Force, whose purpose isto develop a trail for use by pedestrians and bicyclists, including John D. MacArthur Beach State Park, Singer Island, and U.S. Highway No. 1.~~

POLICY 1.1.1~~3~~5: Require that all applicants for development approval procure written confirmation of availability of potable water service prior to the issuance of a building permit.

OBJECTIVE 1.2: Coordinate Annexation Procedures In conjunction with the Future Annexation Areas map, ~~(Ref: Figure 13-1, Annexation element)~~ continue to coordinate with appropriate jurisdictions regarding: (1) the elimination of enclaves in Planning Areas 2, 5, and 7; and (2) the elimination or mitigation of potential land use conflicts with adjacent development activities in Planning Areas 1, 5, and 7.

POLICY 1.2.1: Continue to coordinate with neighboring jurisdictions, including the Florida Department of Transportation, ~~Metropolitan~~ Transportation Planning Authority ~~Organization~~, Palm Beach County, Palm Beach Gardens, Juno Beach, Jupiter, and Tequesta regarding the issues of: (1) reducing ~~maintaining~~ U.S. Highway No. 1 to ~~as~~ a four-lane section; and (2) creation of a greenway and bicycle path along U.S. Highway No. 1 within the current right-of-way.

POLICY 1.2.2: At the time of each required Evaluation and Appraisal Report-based Comprehensive Plan update, the Village shall continue to participate in the comprehensive planning processes of Palm Beach Gardens and Lake Park ~~Riviera Beach~~ regarding the protection of existing land uses in North Palm Beach from potential adverse impacts of development on properties in adjacent municipal jurisdictions.

POLICY 1.2.3 ~~2.3:~~ Prior to, or concurrently with any annexation action by the Village in the area west of Ellison Wilson Road, within Planning Area 2, petition the City of Palm Beach Gardens to de-annex the Ellison Wilson Road right-of-way.

OBJECTIVE 1.3: Coordinate Level of Service (LOS) Standards. Establish Level-of-Service (LOS) Standards consistent with those of adjacent local governments and current service providers, while recognizing potential differences in local circumstances.

POLICY 1.3.1 Should future conditions dictate, officially request the Florida Department of Transportation, Treasure Coast Regional Planning Council and Palm Beach County to jointly participate in designating the link of State Road A1A in Planning Area 1 as a "constrained facility", subject to a reduced level of performance.

POLICY 1.3.2: For planning purposes, the Village shall use system-wide potable water and wastewater level-of-service standards developed by Seacoast Utility Authority.

POLICY 1.3.3: Request the South Florida Water Management District to jointly develop a program to investigate alternative means to control bank erosion problems along the C- 17 Canal, including the development of a scope of work and project funding.

POLICY 1.3.4: The Village will coordinate adopted solid waste LOS standards with Palm Beach County and Solid Waste Authority.

POLICY 1.3.5: Utilize the University of Florida's Bureau of Economic and Business Research (BEBR) data to extrapolate population projections for comprehensive planning purposes.

POLICY 1.3.6 The Village will provide Palm Tran the data needed for effective implementation of overall service, including the provision of services for transportation-disadvantaged residents.

POLICY 1.3.7: The Village shall abide by the "Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning" which was fully executed by the parties involved and recorded with the Clerk of the Circuit Court of Palm Beach County on December 15, 2015, consistent with s.163.3177(6)(h)1and 2. F.S., and 163.3180, F.S.

OBJECTIVE 1.4: Coordinate Growth Management Issues. At the time of each required ~~Five Year~~ Evaluation and Appraisal Report-based Comprehensive Plan update, and through local land development approval processes, coordinate

with agencies and governments charged with planning and/or review responsibilities at all levels of government for the purpose of maintaining consistency among planning and development activities.

POLICY 1.4.1: Annually evaluate the need to strengthen mutual and automatic aid agreements for: (1) fire and police protection; and (2) public safety ~~emergency medical~~ services communications. The annual evaluation shall be completed in conjunction with the Village budget process.

POLICY 1.4.2: Maintain current standards and responsible performance in the development and execution of interlocal agreements with other jurisdictions.

POLICY 1.4.3: Continue to participate in the management of the Lake Worth estuarine system, under the guidance of County, State and Federal regulatory agencies, in conservation and management programs by requiring all necessary permits (i.e. dredge and fill, surface water management, etc.) to be submitted to the Village prior to issuing a building permit.

POLICY 1.4.4: Within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan, the Village shall confirm the availability of potable water service, consistent with the regional water supply plan and Ten-Year Water Supply Facility Plans of Seacoast Utility Authority and Palm Beach County.

POLICY 1.4.5 The Village will continue to coordinate with the Palm Beach County Board of County Commissioners staff for the provision of countywide services, including but not limited to, solid waste landfills and the Palm Beach County Emergency Operations Center.

OBJECTIVE 1.5: Dredging Coordination. Coordinate with appropriate state and federal agencies having siting, maintenance, and operations responsibilities in the designation of future dredge spoil disposal sites within the Village, as required.

POLICY 1.5.1: Should future sites be required, the Village shall work cooperatively with regulatory agencies to identify appropriate dredge spoil disposal sites.

~~POLICY 5.2: If a dispute arises between the Village and a regulatory agency regarding the location of a dredge spoil disposal site, the conflict shall be resolved through the dispute resolution process of the Coastal Resources Interagency Management Committee.~~

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Property Rights

Goals, Objectives, and Policies

Chapter 4:Responsible and Accessible Government

Element 11



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GOALS, OBJECTIVES, AND POLICIES

~~14.0 PROPERTY RIGHTS~~

~~14.1 INTRODUCTION~~

~~Section 166.3177(6)(i)1, Florida Statutes, requires each local government to include in its Comprehensive Plan a Property Rights Element to ensure that private property rights are considered in local decision making.~~

~~14.2 VILLAGE GOAL STATEMENT~~

~~The Village will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.~~

~~14.3 OBJECTIVE AND POLICY~~

GOAL 1: Ensure that the Village will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

OBJECTIVE 1: The Village will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1.1: The Village will consider the following rights in its decision making:

a. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
b. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
   The right of property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
c. The right of a property owner to dispose of his or her property through sale or gift.

Policy 1.1.2: Balancing the judicially acknowledged and constitutionally protected rights of property ownership with the obligations and responsibilities of each property owner to the

shared aspirations, goals and sense of community that the residents of North Palm Beach value and desire to preserve by

a. The Citizen's Master Plan established a plan for a balanced, mid-rise growth pattern.
b. The Citizen's Master Plan established 5 targeted redevelopment areas.
c. The Citizen's Master Plan explains how enhancing walkability and reducing car dependency through redevelopment of the 4 northern most targeted areas will address the stated goal to capture 100s of millions of North Palm Beach dollars presently spent in other communities.
d. It is thus incumbent upon each property owner in North Palm Beach seeking development permission to follow the Citizen's Master Plan and to mirror its creation methodology of making exhaustive efforts to gather the residents and learn what they desire from future development of private properties within The Village.

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Evaluation and Monitoring

Goals, Objectives, and Policies

Chapter 4:
Responsible and Accessible Government
Element 12



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GOALS, OBJECTIVES, AND POLICIES

Chapter 12 EVALUATION AND MONITORING PROCEDURES:

In accordance with Florida Statutes, Chapter 163, and Rule 9J-5, FAC, the following will provide the evaluation and monitoring procedures for the Village of North Palm Beach Comprehensive Plan. The purpose of these procedures is to evaluate and appraise the implementation of the Comprehensive Plan including monitoring and data evaluation of procedures for a 4-5 year period. These procedures identify minimum requirements for monitoring and evaluation of this Comprehensive Plan. However, they do not preclude more extensive or more frequent monitoring, evaluation, and update of other items contained in, or related to, the goals, objectives, and policies of the Comprehensive Plan.

This section will include the following areas:

A. Citizen Participation

In order to encourage and facilitate public participation in the comprehensive planning process, the Village of North Palm Beach will ensure that the general public is informed and notified of all public meetings regarding the Evaluation and Appraisal Report as well as amendments to the Comprehensive Plan. This will include advertised notices of hearings before the Local Planning Agency and the Village Council, which will be published in newspapers of general circulation at least seven (7) days prior to the date of the transmittal hearing and five (5) days prior to the adoption hearing. The notice shall specify the time and place of the hearing, the matter to be considered, and where the materials to be considered can be reviewed. This process will also allow for interested parties to provide written and/or oral comments at the public hearings, so that these comments can be considered in the deliberations.

B. Baseline Data and Measurable Objectives

The Village will review and update the baseline data provided in the Comprehensive Plan as part of the seven-year Evaluation and Appraisal Report (EAR). During this process, the latest U.S. Census information will be incorporated into the report. The updated data will include dwelling unit counts, population projections, housing and related information. Land use information will also be updated through the Tax Appraiser's property files, Building Division permit files, Public Works Division base maps, and all other relevant land use data files. At the same time, the objectives of the Comprehensive Plan will be updated as required.

C. Evaluation of Goals, Objectives, and Policies

During the EAR process the success in achieving the goals, objectives and policies outlined in the Comprehensive Plan will be assessed and reviewed. Any obstacles or problems resulting from under-achievement of goals, objectives, and policies or due to changing conditions, will also be addressed at that time

D. Evaluation of Goals, Objectives, and Policies and Identification of Obstacles/Problems As part of the EAR process, revised goals, objectives, and policies necessary to address these problems will be developed and adopted into the updated Comprehensive Plan.

E. Continuous Monitoring

This monitoring shall be the responsibility of the North Palm Beach Community Development Department. The Village council may make Amendments to the Comprehensive Plan as necessary. Applications for changes can be submitted by the public to accommodate the needs of property owners, citizen groups or special interested parties. The Village itself can also propose changes based on ongoing monitoring and evaluation of the Plan's effectiveness. Additionally, the Village maintains a concurrency management system to determine the availability of capacity and monitor the impact of new development on public facilities, transit, sewer, portable water, solid waste, stormwater, public safety, and parks. In addition to continuous monitoring, the Capital Improvements Element shall be updated annually to evaluate new capital improvement priorities, costs, revenue concerns, and implementation schedules as determined within the support data and the North Palm Beach Capital Improvements Program.

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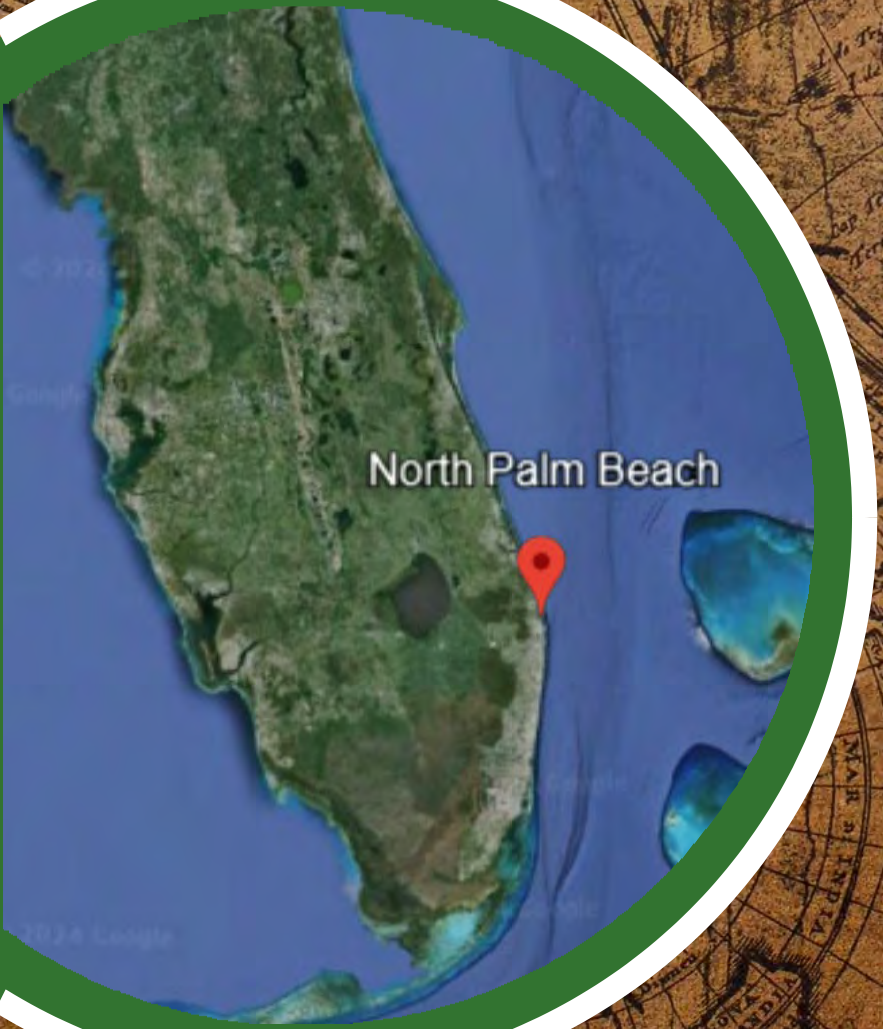
VILLAGE OF NORTH PALM BEACH

REQUIRED MAPS



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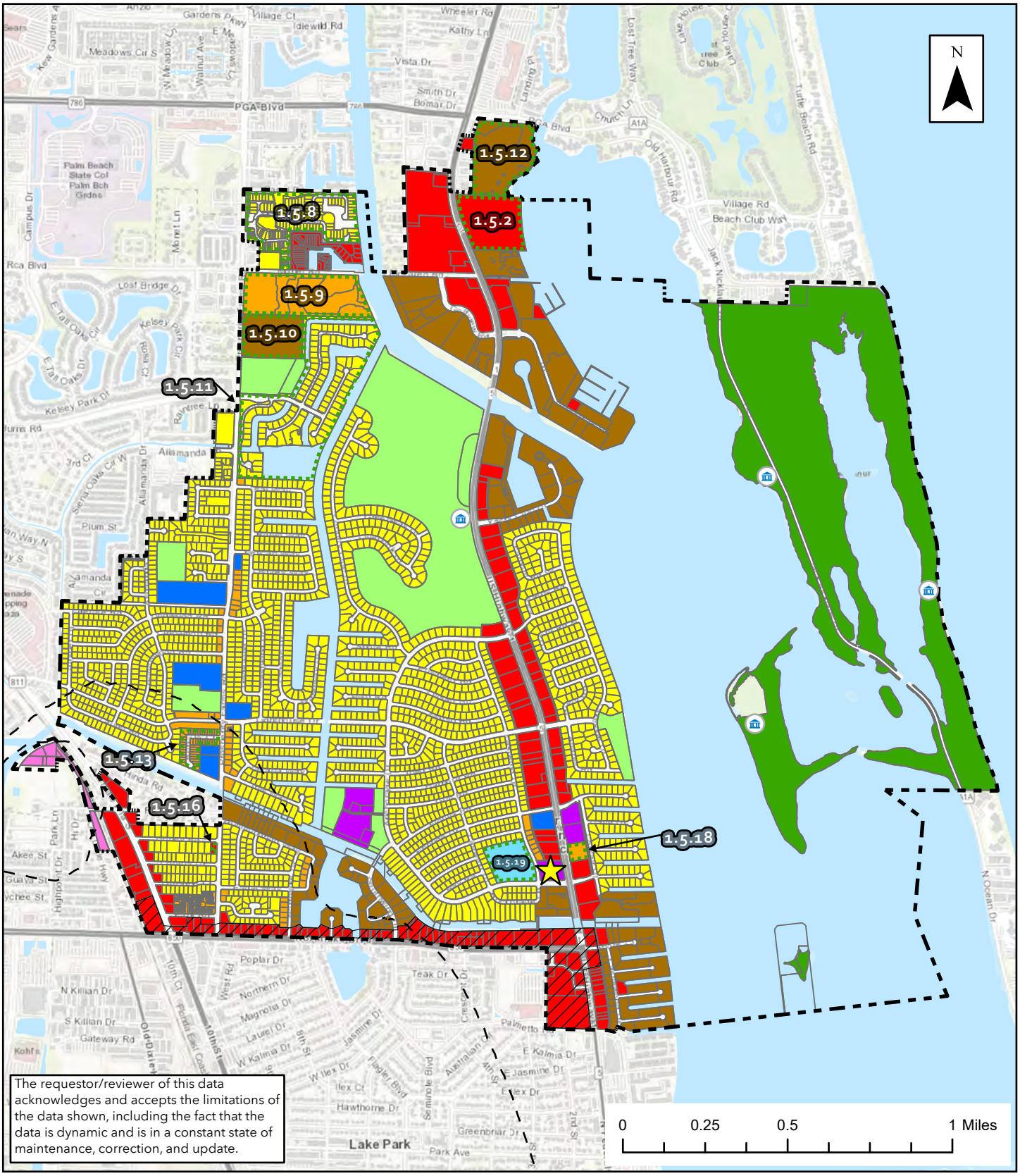
REQUIRED MAP SERIES

1. FUTURE LAND USE MAP	RFLU MAP 1
2. BAYS, HARBORS, RIVERS, ESTUARIES AND DRAINAGE BASINS	RCM MAP 1
3. COASTAL HIGH HAZARD AREA	RCM MAP 2
4. WELLFIELDS	RCON MAP 1
5. SOILS INVENTORY	RCON MAP 2
6. RECREATION AND OPEN SPACE INVENTORY	RROS MAP 1
7. SCHOOLS	RROS MAP 2
8. STREET CLASSIFICATION	RTE MAP 1
9. STREETS AND NUMBER OF LANES	RTE MAP 2



Legend

- Commercial
- Public Buildings & Grounds
- Educational
- Other Public Facilities
- Light Industrial / Business
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Conservation
- Recreation / Open Space
- NPB Boundary
- Water
- Special Policy Areas
- Historic Sites (Policy 1.5.1)
- Northlake Boulevard Overlay Zone (Policy 1.5.20)
- Wellfield Protection (Policy 1.5.17)
- Village Hall

Required by F.S. 163.3177
SOURCE-Village of North Palm Beach
TITLE-Future Land Use
DATE OF SOURCE-01.25.24
DATE-08.06.24

Village of North Palm Beach
Future Land Use Map

Element 1
RFLU - Map 1



Required by F.S. 163.3177 (6)(a)(10)(c)(iii)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach

BAYS, HARBORS, RIVERS ESTUARIES AND DRAINAGE BASINS

ELEMENT 7
RCM-Map 1

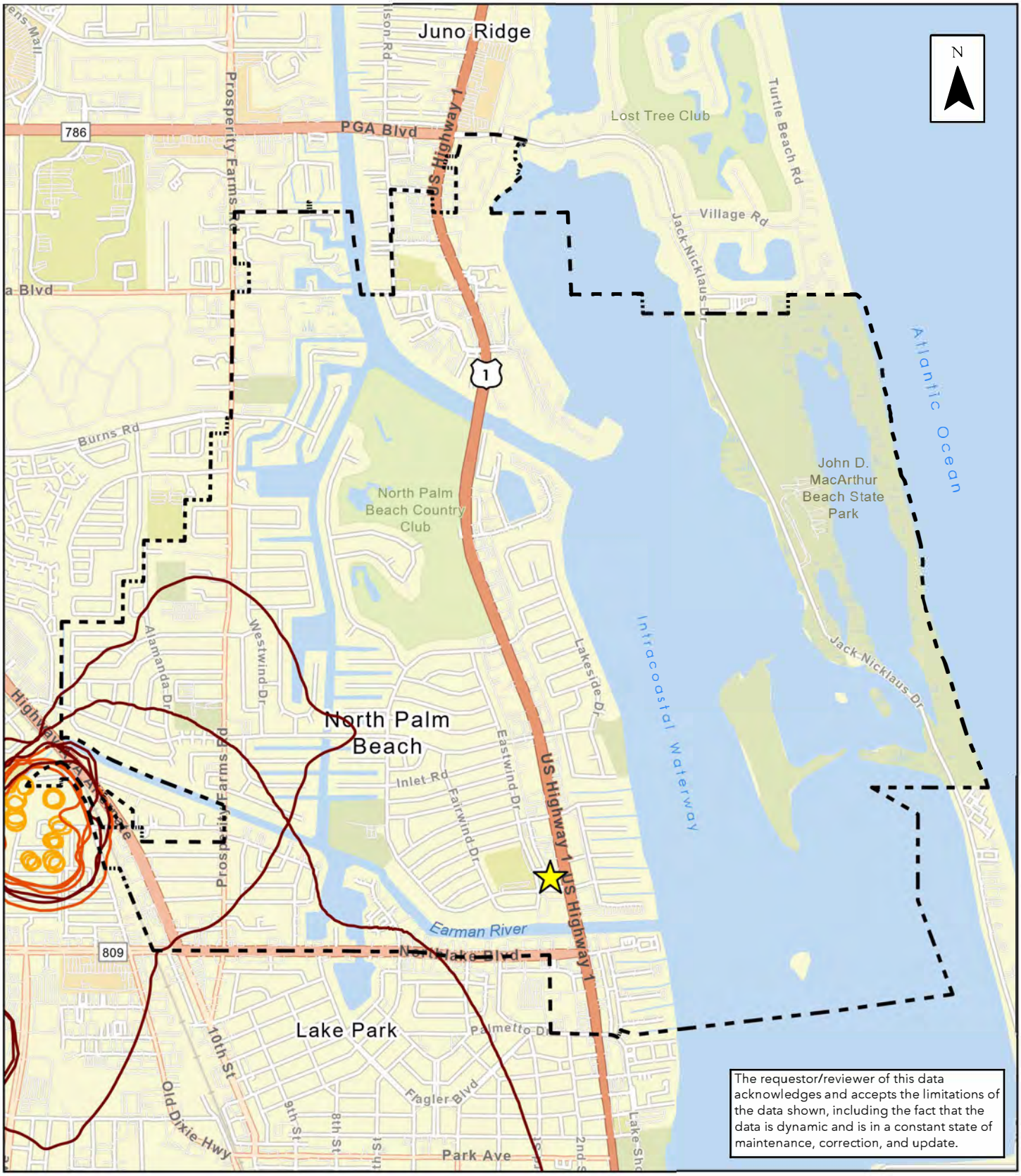


Required by F.S. 163.3177 (6)(a)(10)(c)(vi)
SOURCE. Palm Beach County
TITLE. Coastal High Hazard Area
DATE. 8.6.2024

Village of North Palm Beach

COASTAL HIGH HAZARD AREA

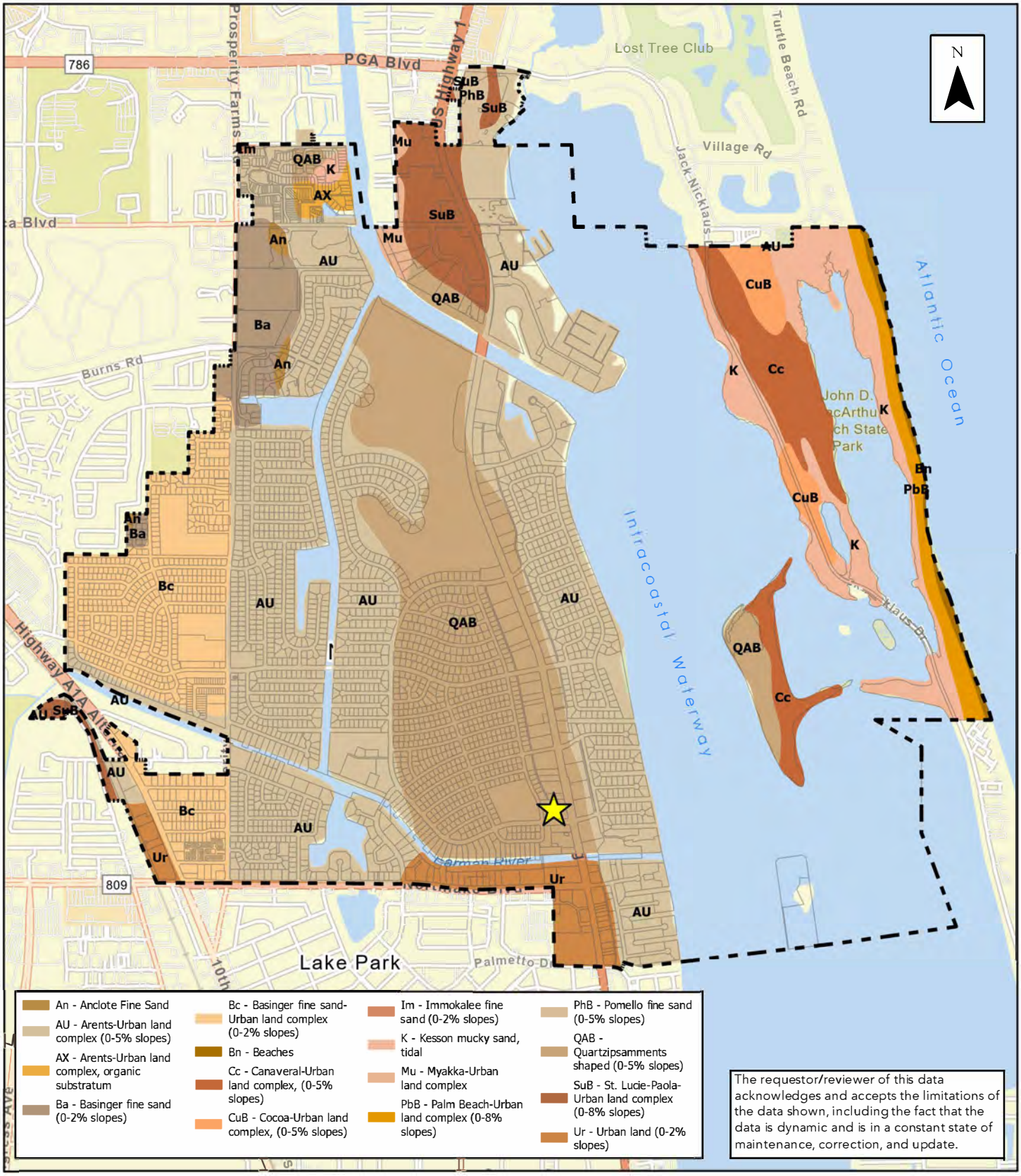
ELEMENT 7
RCM-Map 2



Required by F.S. 163.3177 (6)(a)(10)(c)(i)
SOURCE. Palm Beach County
TITLE. Wellfield Zones
DATE. 8.6.2024

Village of North Palm Beach
WELLFIELD PROTECTION ZONES

ELEMENT 8
RCON-Map 1



Required by F.S. 163.3177 (6)(a)(10)(c)(v)
SOURCE. USDA Natural Resources Conservation Service
TITLE. NRCS Soils
DATE. 8.6.2024

Village of North Palm Beach
SOILS INVENTORY

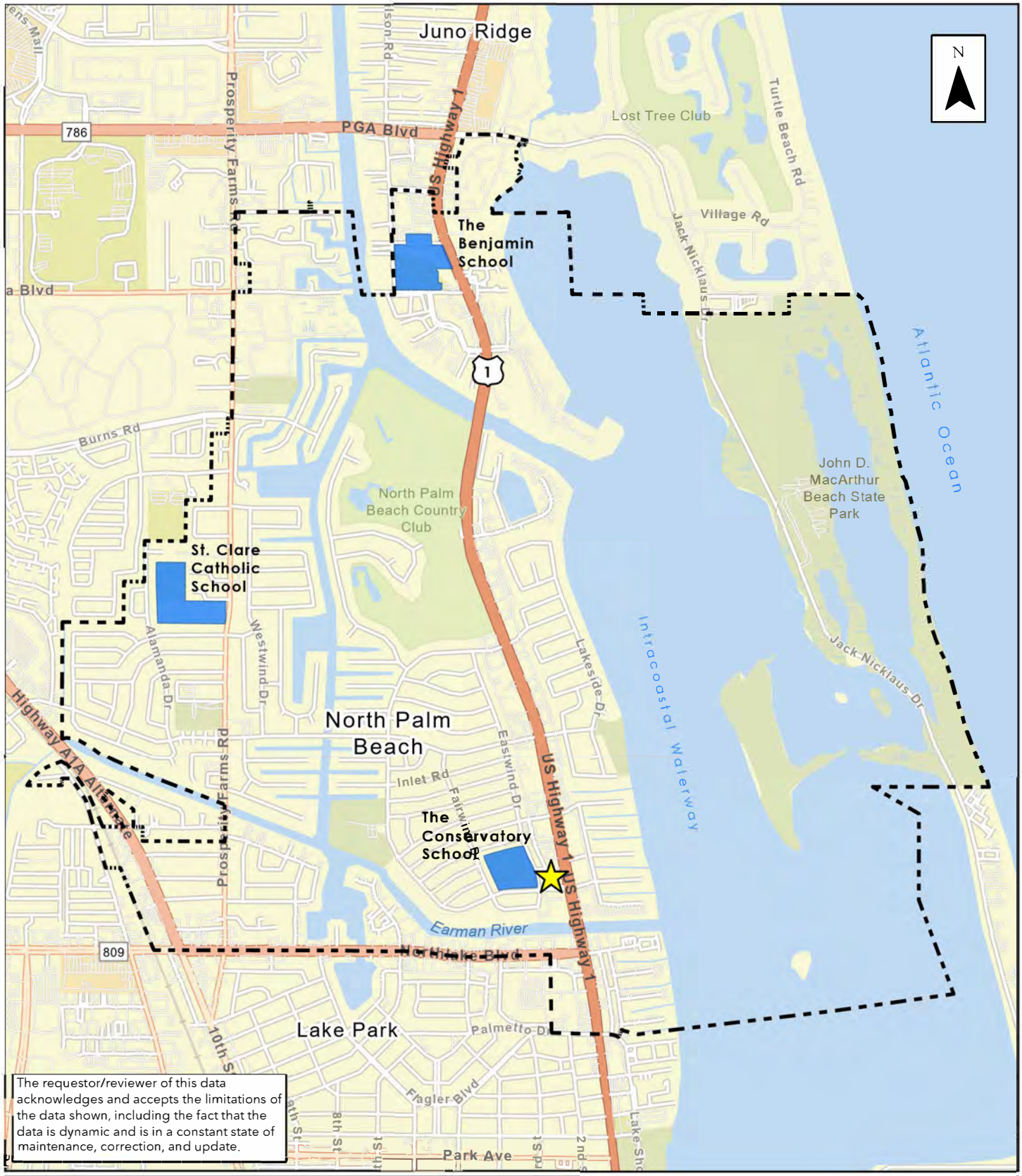
ELEMENT 8
RCON-Map 2



Required by F.S.163.3177 (6)(a)(10)(a)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
RECREATION AND OPEN SPACE INVENTORY

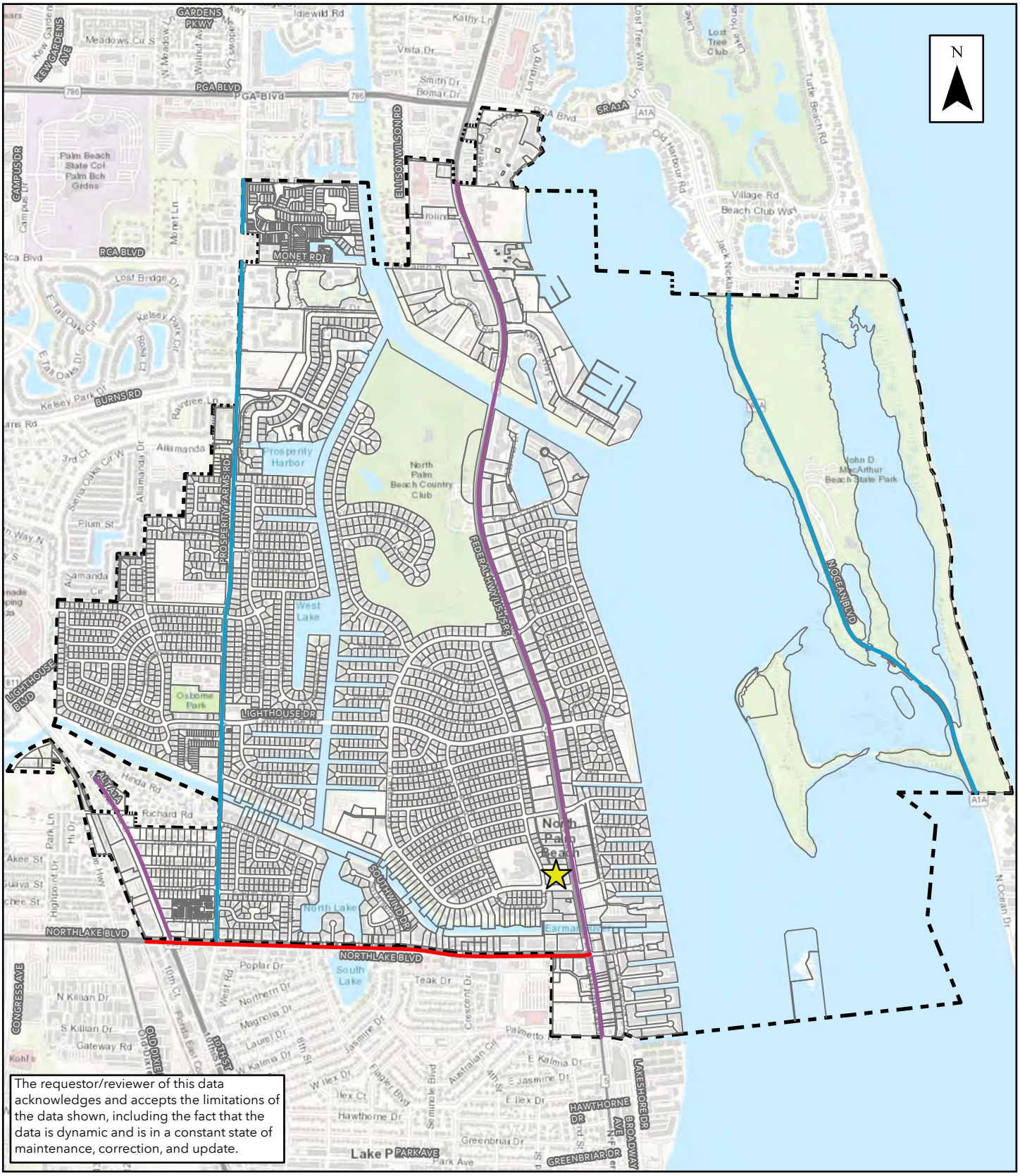
ELEMENT 9
RROS-Map 1

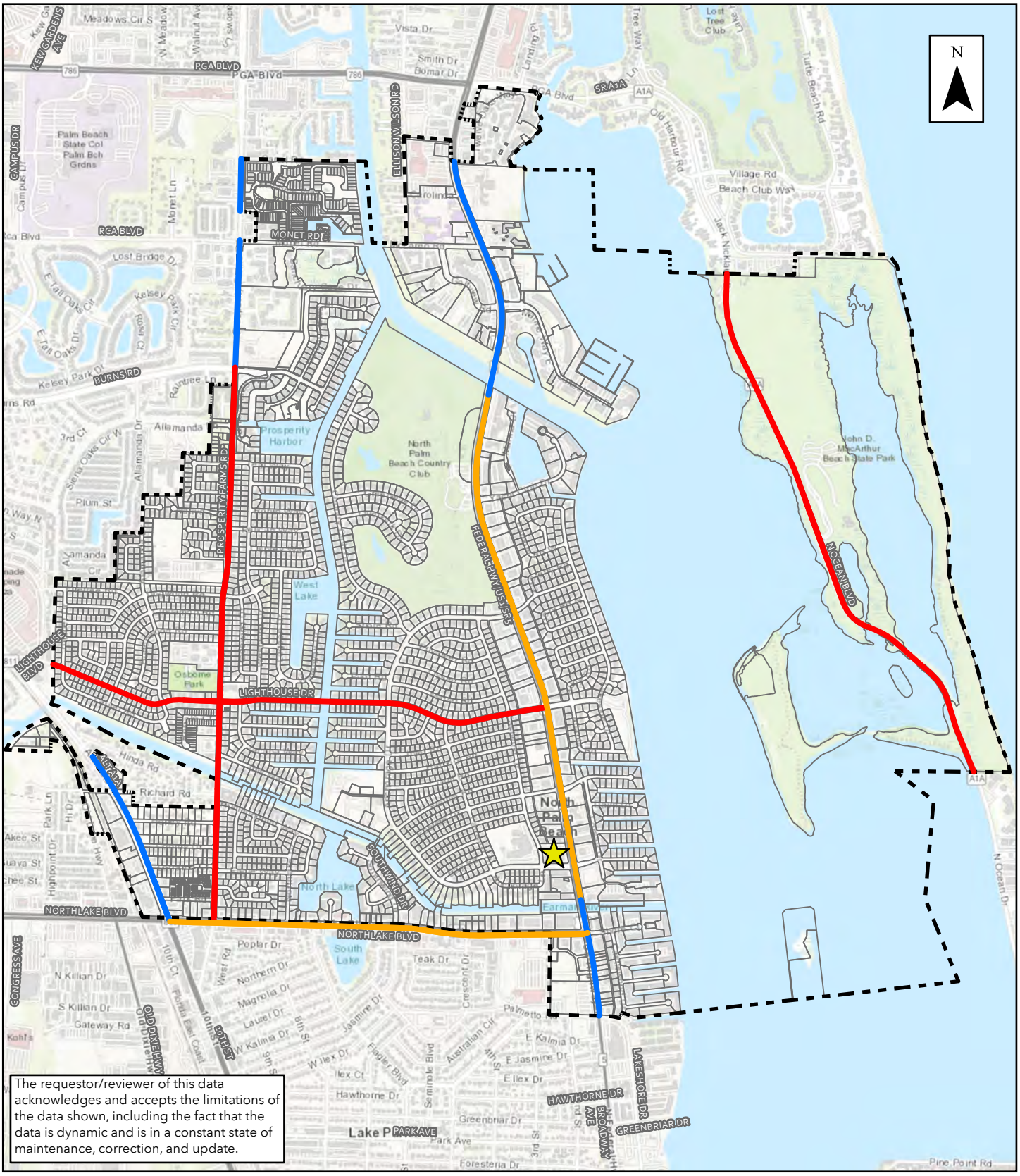


Required by F.S. 163.3177 (6)(a)(10)(a)
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
SCHOOLS

ELEMENT 9
RROS-Map 2


N
PGA BLVD
RCA BLVD
BURNS RD
MONET RD
ELLISON WILSON RD
PROSPERITY FARMS RD
FEDERAL HWY US 1 SR 5
LIGHTHOUSE DR
LIGHTHOUSE BLVD
NORTHLAKE BLVD
SOUTHWIND DR
OCEAN BLVD
SR A1A
A1A
ALT A1A
CONGRESS AVE
OLD DIXIE
10TH ST
HAWTHORNE DR
BROADWAY AVE
GREENBRIAR DR
LAKESHORE DR
PARK AVE
Lake Park
North Palm Beach
North Palm Beach Country Club
Prosperity Harbor
West Lake
North Lake
South Lake
Osborne Park
John D. MacArthur Beach State Park
Palm Beach State Col
Lost Tree Club
Village Rd
Beach Club Way
Old Harbour Rd
Turtle Beach Rd
Lost Tree Way
Meadows Cir S
Idlewild Rd
Kathy Ln
Vista Dr
Smith Dr
Bomar Dr
Monet Ln
Lost Bridge Dr
Kelsey Park Dr
Kelsey Park Cir
E Tall Oaks Dr
E Tall Oaks Cir
Rosa Ct
Raintree Ln
Allamanda
Allamanda Dr
Allamanda Cir
3rd Ct
Sierra Oaks Cir W
Plum St
Hinda Rd
Richard Rd
Park Ln
Hi Dr
Akee St
Guava St
Chee St
Highpoint Dr
Poplar Dr
Northern Dr
Magnolia Dr
Laurel Dr
W Kalmia Dr
E Kalmia Dr
Jasmine Dr
Flagler Blvd
Seminole Blvd
Australian Ct
Palmetto
Crescent Dr
Teak Dr
Hawthorne Dr
Greenbriar Dr
Park Ave
N Killian Dr
S Killian Dr
Gateway Rd
Kohls
West Rd
Florida East Coast
Ilex Dr
Ilex Ct
E Ilex Dr
Jack Nicklaus
N Ocean Dr
Earman River
Rolling
Walnut Ave
Meadows Ln
Landing Pl
Lake Tree Way
Lake Tree Dr
Lake Tree Cir
Campus Dr
Gardens Pkwy
Kew Gardens Ave
Rca Blvd
Burns Rd
Prosperity Farms Rd
Federal Hwy
Lighthouse Dr
Lighthouse Blvd
Northlake Blvd
Southwind Dr
Ocean Blvd
Sr A1a
Alt A1a
Congress Ave
Old Dixie
10th St
Hawthorne Dr
Broadway Ave
Greenbriar Dr
Lakeshore Dr
Park Ave



Legend

NPB Boundary

Village Hall

***Not including suicide lanes or turn lanes.**

Two (2) Lanes

Four (4) Lanes

Six (6) Lanes

0 0.25 0.5 1 Miles

Required by F.S. 163.3177
SOURCE-Florida Department of Transportation (FDOT)
TITLE-number_of_lanes.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Streets and Number of Lanes

Element 4
RTE - Map 2

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Village of North Palm Beach

Comprehensive Plan

Data and Analysis

2024

North Palm Beach, FL

www.village-npb.org

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Data and Analysis

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History

The Village of North Palm Beach has a rich history. Florida was originally inhabited by the Timucua, Apalachee, AIS, and Tekeste native American tribes. The Spanish ruled from 1513-1764, and the British until 1783.

In 1892, a warranty deed was issued to Albert Sawyer for the area that would become Lake Park, then known as Kelsey City/Silver Beach on the condition that he would improve or sell the land by 1907. In 1903, Mr. Sawyer passed away and the land was trusted to his son. Following the death of Mr. Sawyer, the deadline was extended from 1907 to 1927.

In 1919, the Kelsey family purchased 14 miles of ocean- and lakefront property between Miami and Jupiter, including 100, 000 acres which later included Kelsey City/Lake Park and North Palm Beach. They also purchased the Florida East Coast Canal (part of the intracoastal waterway) and operated it as a toll highway: a chain across the canal stopped boats for fee collection. The Park Bridge over the canal was completed In 1926.

In 1954, John D. MacArthur purchased 2,600 acres of land in northern Palm Beach County for $5.5 million. The newly purchased land would eventually become the Village of North Palm Beach, the Town of Lake Park, the City of Palm Beach Gardens, and the Town of Palm Beach Shores. MacArthur, who was not interested in developing the area, sold the land to Herbert and Richard Ross. They developed the mangrove swamps and farmland which eventually became the Village of North Palm Beach. At the time, the Village was bounded by Monet Road and Johnson Dairy Road to the north and south, and US 1 and Prosperity Farms Road to the east and west.

In 1956, the Village was incorporated into Palm Beach County. Further development included extensive dredging to create waterfront cul-de-sacs, and Lighthouse Drive, which connected Old Dixie Highway to US Highway 1, the main civic corridor. In 1963, the Village opened the publicly owned and -operated North Palm Beach Country Club.

From 1981 through 2004, the Village experienced an increase in residential development, including Northlake Condominiums, Governor's Pointe, Seamark, Marina Bay, Southwind Circle, River's Landing, Harbor Isles, Sanctuary Cove, and Prosperity Harbor.

In 1989, John D. MacArthur Beach State Park was established, making it the only state park in Palm Beach County. MacArthur provided the State of Florida with the resources for obtaining the land and donated funds to help develop the park. The park was established to protect the undistributed subtropical coastal habitat from development.

Over the years, the Village has continued to grow and expand its boundaries through annexation to accommodate population growth.

Comprehensive Planning in the Village and the State

The Village of North Palm Beach Comprehensive Plan (Plan) has been developed and amended pursuant to the requirements of Chapter 163, Florida Statutes (F.S.), the "Community Planning Act", and the requirements of Florida Administrative Code (F.A.C.).

2In 2011, the State of Florida Legislature made significant changes to the Growth Management Act of 1985. Sections 9J-5 and 9J-11.023, of the Florida Administrative Code were repealed, with portions of both rules incorporated into the Community Planning Act. The new legislation shifts oversight of development from the State to local governments, while retaining the state final determination over those development plans that affect regions or sensitive land considered "areas of critical state concern." Therefore, giving more control to the local jurisdictions in overseeing and directing their future growth.

The Plan is also required to be consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), along with other state and federal requirements. It provides the Village with long-term direction through goal statements as well as short-term objectives and policies to guide implementation efforts.

In addition to the guidelines set forth in Chapter 163, F.S., community specific concerns have been targeted within the Goals, Objectives, and Policies section of each of the Comprehensive Plan elements. Many of these objectives and policies go beyond the legislative requirements and are indicative of the Village's evolution and needs since the comprehensive plan was adopted by the Village of North Palm Beach. This chapter requires that all local governments throughout Florida maintain a long-range comprehensive plan, and that comprehensive planning should be a continuous and ongoing process.

Definitions for Goals, Objectives, and Policies are provided in the Definitions section of this document. It is important to recognize that Goals, Objectives, and Policies of the Plan should be applied within the context of the overall intent of the Plan.

As a part of this process, municipalities are required to monitor numerous community characteristics relating to development, provision of services, environmental protection, and governmental activities. To comply with that process, the Village of North Palm Beach Comprehensive Plan is comprised of the following Elements:

- Future Land Use
- Transportation
- Housing
- Infrastructure
- Conservation

- Coastal Management
- Recreation and Open Space
- Annexation
- Intergovernmental Coordination
- Capital Improvement
- Property Rights

Purpose of the Comprehensive Plan

The Comprehensive Plan provides a framework for the Village and provides a guide for the future actions of the community. The purpose of the North Palm Beach Comprehensive Plan is to establish a vision for the Village and determine long-range goals, objectives, policies, and standards for the management of growth and the provision of services. The Plan is intended to provide general guidelines for establishing more specific standards, regulations, procedures, and programs. For example, the Land Development Regulations (LDRs), Strategic Plan, Citizen's Master Plan, and all other related plans derive from Goals, Objectives, or Policies indicated within the Comprehensive Plan.

Sustainability

The goal of the Village's Plan is to create a sustainable community to ensure that adequate resources are available for future generations. The Village seeks to support its business community and enhance the quality of life for all residents by preventing pollution, encouraging affordable housing, promoting revitalization, redevelopment, and neighborhood stabilization, maximizing conservation, pursuing historic preservation, promoting efficiency, and developing local resources.

Sustainability also requires that development and redevelopment in the Village be coordinated with public investments in alternative transportation modes, which will enable the Village to accommodate the projected population, allow for expanded economic and cultural activity and strive to create a community where live, work, play and learn become part of the daily life of residents and visitors.

Implementation of the Plan

This section includes the different aspects related to the implementation of the Plan, including rules of interpretation, definitions and acronyms, and the process to amend the Plan, including the Evaluation and Appraisal Review. Chapter 163, F.S. sets forth General Requirements for local government comprehensive plans. Procedural Requirements established by the Florida Statutes include adoption, submission and transmittal criteria for the adoption and amendment of Comprehensive Plans. Specific procedures are established by the Department of Commerce, consistent with the

procedural requirements in the Florida Statutes.

Planning Horizon

The Village of North Palm Beach Comprehensive Plan includes a 20-year planning horizon.

Amendments to the Comprehensive Plan

The process for amending the Comprehensive Plan shall be guided by the provisions of Florida Statutes Chapter 163, the Administrative Rules implementing it and in accordance with the provisions herein. Proposed amendments to the Village's Comprehensive Plan are also subject to the following requirements as established in Sec 21-01 of the Village Code of Ordinances.

Comprehensive Plan and Future Land Use Map

The comprehensive plan and future land use map "FLUM" of the Village of North Palm Beach are the official statements of policy of the Village with regard to the use and development of land within the Village. All use or development of land undertaken pursuant to these regulations shall be consistent with the comprehensive plan, the future land use map, and the Palm Beach County Land Use Map.

Department for Community Development

The Department for Community Development coordinates the comprehensive review and approval process of all development within the Village of North Palm Beach. The department, through its Planning and Zoning Division, is also responsible for the implementation, administration, and interpretation of the Land Development Regulations (LDR).

Procedure for the Comprehensive Plan Evaluation and Appraisal

Before the current Evaluation and Appraisal Review process, previous statutory requirements called for an Evaluation and Appraisal Report to analyze and assess comprehensive plans, and to provide recommendations that would result in corrective amendments to the adopted comprehensive plans.

The Village of North Palm Beach Comprehensive Plan was previously updated on three (3) occasions, in accordance with the Evaluation and Appraisal Report (EAR) requirements of the Florida Statutes. The first EAR was adopted on January 20, 1998. The second EAR was conducted in 2008 and adopted on October 20, 2009. Corrective amendments were made to the Comprehensive Plan in subsequent amendment rounds. In 2021, the third EAR was conducted to implement the Property Rights Element of the Comprehensive Plan per F.S.

Current requirements pursuant to Chapter 163, F.S., provide that each local government in Florida periodically prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan. At least every seven years, pursuant to Rule Chapter 73C-49, Florida Administrative Code, the Village must determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last comprehensive plan update.

The procedures and requirements for the new Evaluation and Appraisal Review process are detailed in Chapter 163, F.S. In preparing the periodic evaluation and appraisal of the Comprehensive Plan, the Village shall, at minimum, evaluate the Plan to determine if amendments are necessary to reflect changes in State requirements since the last update of the Plan. The Village shall also notify the State as to its determination, and shall, within one year of the evaluation and appraisal of the Plan, prepare and transmit any identified amendments to the State for review.

The State continues to encourage local governments to conduct periodic comprehensive assessments of comprehensive plans to respond to changes in local circumstances. Local governments are encouraged to comprehensively evaluate and as necessary update plans to reflect changes in local conditions. The Village of North Palm Beach decided to conduct a comprehensive review and evaluation of its current comprehensive plan, including updates reflecting changes in state requirements.

As part of the subject Comprehensive Plan update, in-depth reviews were conducted to identify and evaluate necessary amendments to the Plan including meetings with the following agencies:

- Solid Waste Authority, Seacoast Utility Authority;
- Florida Department of Transportation;
- Palm Beach County Library and Planning Divisions;
- Palm Beach Transportation Planning Agency;
- Friends of MacArthur State Park; and,
- Palm Beach County Sports Commission.

The Community Development staff provided critical guidance and feedback to prepare the subject Plan. Also, other pertinent Village departments contributed with their technical expertise to complete the Plan. Two (2) workshops, which took place on June 4, 2024, and July 2, 2024, were held with the Planning & Zoning and Adjustments Board (PZAB). Subsequently, hearings were held with the PZAB (Local Planning Agency-LPA) for a recommendation of approval, followed by a meeting with the Village Council for the Transmittal Hearing.

Guidelines for Plan Interpretation

In the interpretation of the provisions of this Comprehensive Plan, the following guidelines shall apply unless the context clearly indicates otherwise.

In the interpretation and application of the Comprehensive Plan, its Goals, Objectives, and Policies shall be held to be the minimum requirements necessary to accomplish the stated purpose and intent of this Comprehensive Plan. The Comprehensive Plan shall be construed broadly to accomplish the purpose and intent of the Plan.

Tense and Number

Unless the obvious construction of the wording indicates otherwise: words used in the present tense can include the future; words in the masculine gender can include the feminine and neuter; words in the singular number can include the plural; and, words in the plural can include the singular.

Meaning of Shall, Must, Should, May, Includes

The words “shall” and “must” are mandatory; the word "should" is discretionary and not mandatory; the word "may" is permissive; the word "includes" shall not limit a term to the specific examples but is intended to extend its meaning to all other instances or circumstances of like kind or character.

State, County, Village

The word "State" means the State of Florida, and its authorized agents; the word "County" means the County of Palm Beach, Florida, and its authorized agents; and, the word "Village" means the Village of North Palm Beach, Florida, and its authorized agents.

Interpretation of Undefined Terms

Unless the context clearly indicates otherwise, terms not defined herein shall be interpreted in the following manner:

1) By reference to the relevant provisions of the Community Planning Act, if specifically defined therein, or in other relevant and appropriate State statutes or rules;

2) According to the relevant provisions of the Village Code, the rules for interpretation of this Comprehensive Plan, or in other relevant Village ordinances relating to land development regulations;

3) By reference to generally accepted engineering, planning, or otherwise professional terminology if technical; and

4) Otherwise according to common usage.

Headings

All descriptive headings of Goals, Objectives, or other sections in the Comprehensive Plan are inserted for convenience of reference only and shall not affect the construction or interpretation thereof.

Definitions

In the case of conflict, definitions in this document take precedent within the application of the Comprehensive Plan. Set forth below is a brief definition of important terms used in the Plan.

ACCESSORY DWELLING UNIT: A dwelling unit located on the same parcel of land as a principal single-family dwelling. An accessory dwelling is a complete, independent living facility equipped with a kitchen and bathroom.

ACCESSORY USE: A use incidental and subordinate to the principal use, including accessory dwelling units and accessory solar facilities.

ACRE: For the purpose of calculating dwelling units, an area or parcel of land containing forty-three thousand five hundred sixty (43,560) square feet.

ARTERIAL ROAD: A road providing service that is relatively continuous and of relatively high traffic volume, long average trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

AVERAGE DAILY TRAFFIC (ADT): The total traffic volume during a given 24-hour time period for all allowable directions on a given road.

BERM: A landscaped earthen mound in excess of two feet in vertical height designed to provide visual interest or serve as a buffer.

BICYCLE PATH: A bikeway physically separated from motorized vehicular traffic by an open space or barrier and located either within the highway right-of-way or within an independent right-of-way.

BICYCLE ROUTE: A segment of a system of bikeways designated by the jurisdiction having authority with appropriate directional and information markers, with or without a specific bicycle route number.

BUFFER: The use of vegetation, walls, fences, berms, setbacks, less intense development, and/or less dense development to mitigate the impacts of unsightly views, lights, noises, odors, and/or dust.

CAPACITY: The maximum rate of flow at which persons or vehicles can be reasonably expected to traverse a point or uniform segment of a lane or roadway during a specified period under prevailing roadway, traffic, and control conditions; usually expressed as vehicles per hour or persons per hour.

COLLECTOR ROAD: A road providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a road also collects and distributes traffic between local roads and arterial roads.

COMMERCIAL USES: Activities within land areas that are predominantly connected with the sale, rental and distribution of products or the performance of services, including offices and medical facilities.

COMMUNITY PARK: A park located near collector, or arterial roads designed to serve the needs of more than one neighborhood. It is designed to serve community residents within a radius of up to 3.5 miles. The term "community park" includes any related recreational facilities and can be publicly or privately owned.

COMPLETE STREETS: Roads including adjacent sidewalks and shared use paths that are designed and operated to enable safe access and travel for all users, which may include pedestrians, bicyclists, transit riders, and motorists. Complete Streets incorporate different elements based on the different role, function, and characteristic of the facility.

COMPREHENSIVE PLAN: A Comprehensive Plan is a forward-thinking guidance document that acts as a framework for the growth and development of the Village. A Comprehensive Plan will lay out Goals, Objectives, and Policies for the future of the Village and has a typical horizon of 10-20 years.

CONCURRENCY: The provision of insuring that the necessary public facilities and services to maintain the adopted public transit level of service standards are available when the impacts of development occur. Transportation, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and public education are the only public facilities and services subject to the Palm Beach County concurrency requirement. The necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

CONCURRENCY MANAGEMENT SYSTEM: The procedures or process that the local government will utilize to assure that development orders and permits are not issued

unless the necessary facilities and services are available concurrent with the impacts of development.

CONSTRAINED ROADWAYS: Roads that cannot be expanded by the addition of two or more through-lanes because of physical, environmental or policy constraints.

DENSITY: The number of dwelling units per acre on a building site in the residential and commercial zoning categories. Where the computation of density results in a whole number plus a fraction of dwelling units per acre, the fraction shall be disregarded, i.e., four and nine tenths (4.9) shall mean four (4) dwelling units per acre.

DEVELOPMENT STANDARDS: Definitions of any other terms related to development standards shall be as described in "Definitions" of the Village's Land Development Regulations (LDRs)

DWELLING UNIT: A house, apartment, condominium unit, mobile or manufactured home, group of rooms, or a single room intended for occupancy as a separate living quarter with complete kitchen and bathroom facilities, and with direct access from the outside of the building or through a common hall for use by its occupants.

EDUCATIONAL USES: Activities and facilities for public or private primary or secondary schools; vocational and technical schools; and colleges and universities including all campus buildings, residence halls and dormitories, fraternity and sorority housing, and recreational facilities.

FLOOR AREA RATIO (FAR): A regulatory technique which relates to total developable site area and the size (square feet) of development permitted on a specific site. A numeric rating assigned to each commercial and industrial land use category that determines the total gross square feet of a structure as measured from the structure's exterior walls based upon the actual land area of the parcel upon which the structure is to be located. Total gross square feet calculated using the assigned floor area ratio shall not include such features as parking lots or structures, aerial pedestrian crossovers, open or partially enclosed plazas, or exterior pedestrian and vehicular circulation areas.

GOAL: A goal is an end-state toward which effort is directed. An end-state in this context is a set of economic, social and land use conditions which seem desirable for North Palm Beach. Goals are long range and defined in qualitative rather than quantitative terms. In general, they espouse very high ideals about the end-state to be achieved. In effect, goals set the parameters of the study to be made. Goals have scale, scope, and substantive dimensions. Goals vary in their substantive, scope, and scale characteristics.

GROSS ACRE: Full area of a parcel inclusive of any public-rights of way and public property.

HAZARD MITIGATION: Reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage.

HOTEL: A Building or part thereof, in which sleeping rooms are offered for rent to the public, and where all charges for food, lodging, and accessory services are paid for by the renter.

Hotels maintain an inner lobby through which all occupants must pass to gain access. Hotel sleeping rooms are accessed solely through interior hallways, even when such units are on ground floors. Guests frequently stay more than one (1) night. Hotels typically include amenities that cater to longer- term guests, such as exercise rooms, spas, restaurants, meeting rooms, ballrooms, convention facilities, reading areas, and limited shopping areas. Hotels cater to transient occupancy, and may have limited kitchenette facilities (i.e., microwave, coffee maker, small sink, miniature refrigerator) for use by the occupants. Two hotel rooms are equivalent to one residential unit.

LEED: Leadership in Energy and Environmental Design is redefining the way we think about the places where we live, work, and learn. As an internationally recognized mark of excellence, LEED provides building owners and operators with a framework for identifying and implementing practical and measurable green building design, construction, operations, and maintenance solutions. LEED certification provides independent, third-party verification that a building, home or community was designed and built using strategies aimed at achieving high performance in key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

LEVEL OF SERVICE (LOS): An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. LOS shall indicate the capacity per unit of demand for each public facility or performance measures for road traffic or stormwater facilities.

LOCAL ROAD: A roadway providing service, which is of relatively low traffic volume, short average trip length or minimal through traffic movements, and high-volume land access for abutting property.

INDUSTRIAL USE: Business activity which is predominantly connected with assembling or storage of small machine parts, electronics, and communications equipment where all activities are carried on within an enclosed building, and deliveries and pickups are made from enclosed trucks or vans. Industrial operations are typically of a size, scale, and character which are virtually indistinguishable from operations conducted in office buildings, commercial buildings, and commercial-office parks and complexes. The equipment used in the industrial manufacturing process does not include the use of large machines, generate significant emissions of toxic or regulated gases, or use bulk

chemical combinations. Industrial buildings typically do not have smokestacks and on-site bulk chemical mixing is not contemplated. Industrial business operations may not produce nuisances such as noise, heavy truck traffic, fumes, vibration, glare, or other criteria which would be incompatible with residential or upscale commercial use. Primary functions in Industrial Use relate to an activity other than manufacturing.

MANUFACTURED HOME: A dwelling unit fabricated in an off-site manufacturing facility for installation or assembly at the site, bearing a label certifying that it is built in compliance with the federal manufactured housing construction and safety standards, or inspected by an approved inspection agency conforming to the requirements of HUD, and bearing an insignia of approval.

MINOR ARTERIAL: A roadway which interconnects with and augments the urban principal arterial system.

MOTEL: A building, or series of buildings, being attached, semi-detached, or detached, in which sleeping rooms are offered for rent to the public, and where all charges for food, lodging, and accessory services are paid for by the renter, and where each unit has convenient exterior access to a parking space for the use of the unit's occupants. Access to sleeping rooms is from the exterior of the building as opposed to the interior. Except for a dwelling unit for the manager or caretaker, the rental sleeping rooms are primarily for the transient use of motor vehicle travelers who typically stay one night. These units may have limited kitchenette facilities (i.e., microwave, coffee maker, small sink, miniature refrigerator) for use by the occupants. Two motel sleeping rooms are equivalent to one residential unit.

MULTI-FAMILY DWELLING: multiple separate dwelling units contained within one building or several buildings excluding single family attached dwellings.

MULTIMODAL TRANSPORTATION SYSTEM: The system which provides safe and efficient movement of people, goods, and services by more than one mode of transportation.

NEIGHBORHOOD PARK: A park that serves the residents of a neighborhood and is accessible to bicyclists and/or pedestrians. It is designed to serve the population of a neighborhood in a radius of up to one-half mile. Neighborhood parks include any related recreational facilities and can be publicly or privately owned.

NET ACRE: "Net acre" means parcel area exclusive of public right-of-way and public property.

OBJECTIVES: Objectives, like goals, are end-states toward which effort is directed. The dictionary definition of the two terms makes them synonymous. However, for our purpose the term "objective" will be used to further define the goals. Objectives will be milestones toward achieving the end-state. Objectives can be defined on a number of levels, but the most important distinction is between quantitative and qualitative objectives.

OPEN SPACE: Areas open to the sky that are partly or completely covered with grass, trees, shrubs, other vegetation, or water, or if partially or completely paved serve to shape or enhance urban form or provide for public use. Open spaces have little to no vertical structures and can be publicly or privately owned. Open spaces include parks, transportation corridor parkways, vegetated buffers, shared use paths, plazas, courtyards, squares, and areas that provide stormwater management.

PARK: A site that provides opportunities to partake in active or passive recreational activities, including structures associated with a park's recreational activities.

PEAK HOUR PEAK DIRECTION CAPACITY: The maximum number of vehicles that can pass a given point in one direction on a road under given traffic and road conditions per the FDOT Quality/Level of Service Handbook in one hour.

PLAN: A plan is one of the methods for achieving the desired end-states described as goals and objectives. The term plan is often taken as meaning the same as objective, program, or strategy. For our purposes, the plan will be a graphic and narrative description of the end-state achieved when all goals and objectives are met. The usual narrative of a plan contains the statement of goals, objectives and policies, background characteristics and an articulation of programs and strategies to be used to implement the plan.

POLICIES: Policies are often confused with goals and objectives. Indeed, most objectives can be rewritten as policies and most policies can be rewritten as objectives. It is easy to distinguish the two, if one considers objectives to be static end-states and always written in the infinitive verb form: e.g., to be, to do, to provide. On the other hand, policies are guides to action that control present and future decision making. Policies are almost always written in the present or future-perfect tense with an auxiliary condition to the verb to express obligation, propriety, expediency and expected behavior. A policy is normally implemented by law, rule, procedure, or some other formal guide for action and is not discretionary but mandatory.

PRINCIPAL ARTERIAL: A roadway which serves the major centers of activity of urbanized areas, the highest traffic volume corridors. It carries most of the trips entering and leaving the urban area, as well as most of the through movements bypassing the central Village.

PROGRAM: For purposes here, a program is a sequence of efforts to achieve an objective in a specific substantive area, such as housing, recreation programs, etc. A program in its broadest definition is a sequence of efforts to be performed toward any objective or goal.

PUBLIC TRANSIT: Passenger services provided by public, private or non-profit entities such as the following surface transit modes: commuter rail; rail rapid transit; light rail transit; light guideway transit; express bus; and local fixed route bus.

RECREATIONAL USES: Areas and development used for leisure time activities and sports in an indoor or outdoor setting, including parks.

RESIDENT: A person who makes his or her home in a particular place for most of the year or for a portion of the year, including a seasonal resident.

RESIDENTIAL USES: Land uses consisting of dwelling units, including mobile and manufactured homes. Residential uses include assisted living facilities and group homes.

RESILIENCE: The capacity to cope with hazards and stresses in a timely and efficient manner by responding, adapting, and transforming in ways that restore, maintain, and even improve essential functions, structures, and identity, while retaining the capacity for growth and change. The concept of resilience is closely related to the concept of hazard mitigation.

RIGHT-OF-WAY: Land dedicated or required for transportation or utility use that a government entity owns in fee simple or over which it has an easement.

ROADWAY FUNCTIONAL CLASSIFICATION: The assignment of roads into categories according to the character of service they provide in relation to the total road network. Basic functional categories include limited access facilities, arterial roads, and collector roads, which may be subcategorized into principal, major or minor levels. Those levels may be further grouped into urban and rural categories.

SENIOR HOUSING: Age-restricted dwelling units for older adults, aged 55+, who are able to care for themselves.

SHARED USE PATH: A paved facility for use by pedestrians, bicyclists, and/or other users that is separated from vehicular traffic. Golf carts may be used on shared use paths in certain areas, under certain circumstances.

SINGLE FAMILY ATTACHED DWELLING: A single dwelling unit physically attached to other buildings, dwelling units, or structures through one or more shared walls.

SINGLE FAMILY DETACHED DWELLING: A single dwelling unit not physically attached to other buildings, dwelling units, or structures.

SOLID WASTE FACILITIES: The term "solid waste facilities" means structures or systems designed for the storage, collection, processing, recycling, or disposal of solid waste, including hazardous waste, industrial waste, construction and demolition waste, and biomedical waste. The term includes processing plants, recycling plants, disposal yards, landfills (of any class), compost areas (excluding residential backyard composting), composting facilities, construction and demolition debris recycling areas, construction and demolition debris recycling facilities, materials recovery facilities, monofils, solid waste combustors, solid waste disposal facilities, solid waste management facilities, tire recycling areas or facilities, volume reduction plants, waste tire collection centers, waste tire collectors, waste tire processing facilities, and waste tire sites.

STRATEGY: A strategy applied in this context is the marshalling of all efforts toward achieving all of the end-states embodied in objectives or policies in a manner where those efforts reinforce and support one another. A strategy is thus a comprehensive statement of policy and programs presented in a manner that achieves the desired end-states most efficiently and effectively.

SUSTAINABLE DEVELOPMENT: Development that meets present-day needs without compromising the ability of future generations to satisfy their own requirements. It aims to improve individuals' living conditions while preserving their environment in the short, medium and – above all – long term. The objective of sustainable development is threefold: development that is economically efficient, socially fair, and environmentally sustainable.

UTILITIES: The term "Utilities" means those facilities needed to serve, or which constitute a public or private utility. The term "Utilities" is limited to lines, valves, wells, water treatment plants, and injection wells which comprise a water service utility needed to serve North Palm Beach citizens; gravity mains, force mains, manholes, lift stations, monitoring stations, needed to serve North Palm Beach residents; electrical lines, poles, substations and transmission facilities which comprise an electric power utility needed to service North Palm Beach residents; lines, valves, and equipment which comprise a liquid gas utility infrastructure needed to serve North Palm Beach residents; lines, switching facilities, poles, communications towers, antennas and other appurtenances for telephone utility infrastructure to service North Palm Beach residents; and lines, hub facilities, and satellite earth station receiving facilities, and other appurtenances necessary to comprise a cable television utility to service North Palm Beach residents. Unless expressly indicated within a Future Land Use Element, the

word "utilities" will not include plants for electric, gas, or telephone service, or solid waste facilities.

ACRONYMS

AAA:	Adaption Action Areas
ADD:	Average Daily Demand
ASR:	Aquifer Storage and Recovery
AWWA:	American Water Works Association
BAS:	Biscayne Aquifer System
C-3:	Regional Business District
C-G:	General Commercial District
C-NB:	Northlake Boulevard commercial district
C-MU:	US-1 Mixed-Use District
C-T:	Transitional Commercial District
C-S:	Shopping Commercial District
CCCL:	Coastal Construction Control Line
CEMP:	Palm Beach County Emergency Management Plan
CIP:	Capital Improvement Program
CIS:	Capital Improvement Schedule
CO:	Certificate of Occupancy
CRA:	Community Redevelopment Agency
CSA:	Concurrency Service Area
CUP:	Consumptive Use Permit
D&A:	Data and Analysis
DERM:	Department of Environmental Resources Management
EAR:	Evaluation Appraisal Review
ECR:	East Central Regional
ERC:	Equivalent Residential Connection
ERP:	Environmental Resource Permit
ERU:	Equivalent Residential Units
FAC:	Florida Administrative Code
FAR:	Floor Area Ratio
FAS:	Florida Aquifer System
FAU:	Florida Atlantic University
FBC:	Florida Building Code
FDEP:	Florida Department of Environmental Protection
FDOC:	Florida Department of Commerce
FDOT:	Florida Department of Transportation
FEC:	Florida East Coast Railroad
FGBC:	Florida Green Building Coalition
FLU:	Future Land Use
FS:	Florida Statutes

GHG:	Greenhouse Gas
GOPS:	Goals, Objectives, Policies
GPCD:	Gallons per capita per day
GPM:	Gallons per minute
HDR:	High Density Residential (Land Use)
HUD:	U.S. Department of Housing and Urban Development
I-1:	Light Industrial District
IPARC:	Intergovernmental Plan Amendment Review Committee
ISBA:	Interlocal Service Boundary Agreement
kWh:	Kilowatt-hour
LDR:	Land Development Regulations
LEC:	Lower East Coast (Florida)
LED:	Light-emitting diode
LEED:	Leadership in Energy and Environmental Design
LMS:	Local Mitigation Strategy
LOS:	Level of Service
MDD:	Maximum Day Demand
MGPD:	Million Gallons Per Day
MPO:	Metropolitan Planning Organization
NGARL	Natural Groundwater Aquifer Recharge
NPDES:	National Pollutant Discharge Elimination System
OS :	Conservation and Open Space district
P:	Public (Land Use / Zoning District)
PBC:	Palm Beach County
PBCWUD:	Palm Beach County Water Utility Department
PDRP:	Post-Disaster Redevelopment Plan
PROS:	Public, Public Recreation, and Open Space (Land Use / Zoning District)
PSI:	Per square inch
PSIG:	Per square inch gauge
PUD:	Planned Unit Development
PWS:	Public Water Suppliers
R-1:	Single-family dwelling district.
R-2:	Multiple-family dwelling district
R-3:	Apartment dwelling district
SAS:	Surficial Aquifer System
SEFTC:	Southeast Florida's Transportation Council
SFMA:	South Florida Manufacturers Association
SFWMD:	South Florida Water Management District
SHIP:	State Housing Initiative Partnership
SIS:	State Intermodal System
SLOSH:	Sea, Lake, and Overland Surges from Hurricanes
SUA:	Seacoast Utility Authority
SWA:	Solid Waste Authority

TCEA:	Transportation Concurrency Exception Area
TCRPC:	Treasure Coast Regional Planning Council
TPA:	Transportation Planning Agency
TOD:	Transit Oriented Development (Land Use)
TRIP:	Transportation Regional Incentives Program
TSM:	Transportation System Management
UAW:	Unaccounted for water
UF:	University of Florida
URA:	Urban Redevelopment Area
USGS:	United States Geological Survey

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People & Places

Future Land Use
Annexation
Housing

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Future Land Use

Data and Analysis

Chapter 1: People and Places

Element 1



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DATA AND ANALYSIS

INTRODUCTION

This chapter presents an inventory and analysis of data for the preparation of the Policy Document (Goals, Objectives, and Policies) of the Future Land Use Element (FLUE) and Future Land Use Map (FLUM) for the Village of North Palm Beach pursuant to Section 163.3177(6), Florida Statutes. This data and analysis section provides the framework for evaluation of key land use issues, challenges, and recommendations for the policies presented in the Policy Document.

The Future Land Use Element is the pivotal element of the Village's Comprehensive Plan. It recognizes the intrinsic value of the Village as a residential community and emphasizes the Village's support for its business partners. The FLUE sets goals and strategies that guide the type, distribution, and density of development and redevelopment.

The purpose of the Land Use Element is to review existing land use patterns, analyze trends and challenges, and recommend long range policies. This is accomplished by designating appropriate locations for future land uses and establishing a policy framework for managing future growth and redevelopment. These policies focus not only on the location, density, and intensity of land uses, but also on character. This Element of the Plan and the Future Land Use Map have been revised based upon the following:



1. Review of demographics data per U.S. Census;
2. Analysis of existing and future land use patterns;
3. Assessment of current redevelopment trends and related land use challenges;
4. Considerations of green development and redevelopment strategies.

The Land Use Element is the critical mechanism for integrating the policies and strategies of the other elements of the Comprehensive Plan into a coherent and consistent set of land use goals, objectives, and policies. As such, the element must be consistent with all other elements of the Comprehensive



FUTURE LAND USE

Plan and incorporate the concepts and principles of these elements in its land use policies in a manner that minimizes impacts on natural and historic resources, provides and maintains public services and facilities at adequate levels of service, enhances community character, and protect the quality of life of the Village's residents, and support businesses.

Long range sustainable community planning recognizes the interrelationship between land use, housing, and transportation. The Future Land Use Element provides an analysis of current and future data and proposes policies that will support a sustainable community by encouraging mixed uses, walkability, and green development and redevelopment practices that result in a balanced and inclusive community.





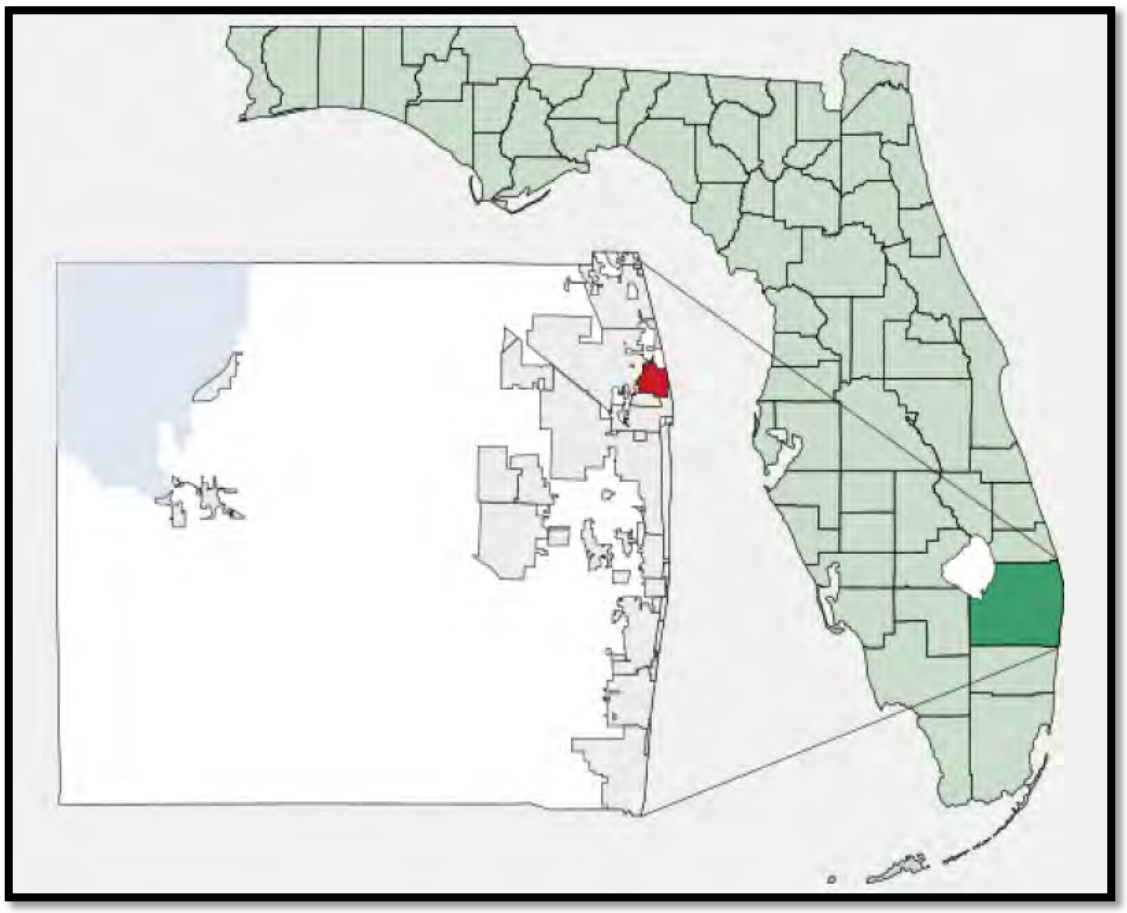




EXISTING CONDITIONS

The Village of North Palm Beach is one of 39 incorporated municipalities within Palm Beach County. The Village consists of approximately 3.27 square miles (4,479 acres) extending approximately four miles east to west and three miles north to south. The Village includes a portion of the oceanfront to the east which is disconnected from the rest of North Palm Beach.

North Palm Beach is situated south of Juno Beach, north of Lake Park, and east of Palm Beach Gardens. There are several major arterial roadways transecting the Village from north to south and east to west. The most significant are US Highway 1, Alternate A1A, Northlake Boulevard, and Prosperity Farms Road.



Population and Socio-Economic Analysis

The Village of North Palm Beach experienced its greatest growth between 1960 and 1970, during which its resident population increased from 2,684 to 9,035. Since then, population growth has fluctuated. Table 1-1 below shows US Census data from 1990, 2000, 2010 and 2020.

Table 1-1. Historic Population Trends

	Historic Population Trends		
	Village of North Palm Beach		
Year	**Population Estimate**	**Total Change**	**Percent Change**
1960	2,684	(x)	(x)
1970	9,035	6,351	236.6%
1980	11,344	2,309	25.5%
1990	11,343	-1	0.0%
2000	12,064	721	6.3%
2010	12,015	-49	0.4%
2020	13,162	1,147	9.5%
(X)	The estimate or margin of error is not applicable or not available		

Source: U.S. Census Bureau; 2020, 2010, 2000, 1990, & 1980 Decennial Censuses

Population Projections

The COVID-19 pandemic has changed everyday life in numerous ways. Lifestyle changes, particularly shifts in work–life balance, have gotten much greater emphasis since the pandemic started. One of the most significant changes affecting work–life balance has been the decision of some employers to let their employees work from remote locations. Another noteworthy change is that, since the start of the pandemic, over 30 million people have changed jobs for better opportunities or have left the labor force altogether. This economic trend is often referred to as the "Great Resignation." In addition, fewer people live in densely populated cities and have sought out places which better suit their work–life balance or meet their retirement needs.

These changes might have affected the permanent population of the Village. According to the Florida Housing Data Clearinghouse estimates, the permanent population of the Village will increase to 13,866 by the year 2050 as indicated in Table 1-2.

Table 1-2. Population Projection

North Palm Beach	2010	2020	2030	2040	2050
Population/Population Projection	12,015	13,162	13,676	13,900	13,886

Sources: Shimberg Center of Housing Studies, University of Florida.

Like most areas in Florida, the Village's population increases during the Winter season, from November through April. This increase assumes full occupancy of all residential and transient lodging units, but does not include day tourists, shoppers, or employees in the Village.

Table 1-3. projects the Village's permanent and seasonal populations through the year 2050. The seasonal population was calculated based on US Census Data of vacant seasonal units and number of persons per household for 2010 and 2020 (2010: 1,014 vacant seasonal units x 1.27 PPH) (2020: 810 vacant seasonal units x 1.20 PPH). The seasonal population projection was estimated based on population change ratio.

Table. 1-3 Resident and Seasonal Population (2010-2050)

Year	2010	2020	2030	2040	2050
Permanent Population	12,015	13,162	13,676	13,900	13,886
Seasonal	1,288	972	1011	1052	1095
Total	**13,298**	**14,139**	**14,687**	**14,952**	**14,981**

According to the U.S. 2020 Census there were an estimated 13,162 people, including 2,775 families, residing in 6,232 households in the Village of North Palm Beach. The racial makeup of the Village at that time was 82.22% White, 2.25% African American, 0.08% Native American, 1.89% Asian, 0.08% Pacific Islander, and 0.33% other races. Hispanics or Latinos of any race represented 9.41% of the population.

Table 1-4 presents the number of households and persons per household according to the American Community Survey (ACS) from the U.S. Census Bureau. A household is defined as the person or persons occupying a dwelling unit. As the average household size decreases, the number of households or required dwelling units increases relative to the population.

Of the 6,232 households in 2020, 13.7% included children under the age of 18, 44.5% were married couples living together, 27.9% were female householders with no

husband present, and 4.7% were non-family households. Approximately fifty-two percent (52.0%) of the households included one or more persons who were 65 years of age or older. The average household size was 2.09 people. These statistics remained comparable between 2010 and 2020, except for a significant increase in male householder with no wife present and female householder with no husband present, and a decrease in non-family households and householders living alone.

As shown in table 1-5, in 2020, the Village's population was composed of 10.09% of people under 15 years old, 3.41% from 15 to 19, 4.37% from 20 to 24, 9.42% from 25 to 34, and 32.60% who were 65 years of age or older. The median age was 55.5 years. The population was 51.50% female and 48.50% male. These statistics remained comparable between 2010 and 2020.

Table 1-4. Households by Type

Households by type	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Households	6,025	100.0%	6,232	100.0%
Family households (families)	3,186	52.9%	2,775	44.5%
With own Children under 18 years	1,145	19.0%	(x)	(x)
Male householder, no wife present, family	77	1.3%	1,428	22.9%
With own Children under 18 years	50	0.8%	(x)	(x)
Female householder, no husband present, family	482	8.0%	1,739	27.9%
With own Children under 18 years	269	4.5%	(x)	(x)
Nonfamily Households	2,839	47.1%	290	4.7%
Householder living alone	2,394	39.7%	1,222	19.6%
Households with one or more people 65 years and over	2,659	44.1%	3,240	52.0%
Households with one or more people under 18	1,171	19.4%	855	13.7%
Average Household Size	2.02	(x)	2.09	(x)
Average Family Size	2.69	(x)	2.84	(x)
(X) The estimate or margin of error is not applicable or not available				

Source: 2020 & 2010 American Community Survey

Table 1-5. Population by Age

Population by Age	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Population	12,015	100.00%	13,162	100.00%
Male	5,881	48.95%	6,381	48.50%
Female	6,134	51.05%	6,781	51.50%
Under 5 years	401	3.33%	451	3.43%
5 to 9	420	3.50%	430	3.27%
10 to 14	539	4.50%	447	3.39%
15 to 19	507	4.21%	450	3.41%
20 to 24	430	3.58%	575	4.37%
25 to 34	1,088	9.05%	1,240	9.42%
35 to 44	1,280	10.65%	1,305	9.91%
45 to 54	1,974	16.43%	1,568	11.91%
55 to 59	961	8.00%	1,184	9.00%
60 to 64	895	7.45%	1,224	9.29%
65 to 74	1,578	13.13%	2,158	16.40%
75 to 84	1,392	11.59%	1,523	11.59%
85 years and over	550	4.58%	607	4.61%
Median age (Years)	51.8	(x)	55.5	(x)
(X) The estimate or margin of error is not applicable or not available				

Source: U.S. Census Bureau, 2010 & 2020 Census

Tables 1-6 and 1-7 present the racial characteristics of the Village's population in 2010 and 2020 according to the American the Community Survey (ACS) from the U.S. Census Bureau. At 84.98%, the largest portion of the population in 2020 was White; however, this population decreased between 2010 and 2020. The second largest race was Two or More Races at 8.46%. Black and African Americans represented 2.76%. of the population at that time. The Village's Asian population increased from 1.67% to 1.89%. The Village's Hispanic or Latino population also increased between 2010 and 2020 from 6.87% to 9.41%.

Table 1-6. Population by Race

Population by Race	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Population	12,015	100.00%	13,162	100.00%
White	11,215	93.34%	11,185	84.98%
Black or African American	320	2.66%	363	2.76%
American Indian and Alaska Native	10	0.09%	18	0.14%
Asian	204	1.70%	251	1.90%
Native Hawaiian and Other Pacific Islander	1	0.01%	12	0.09%
Some Other Race	108	0.90%	220	1.67%
Two or More Races	157	1.30%	1,113	8.46%

Source: U.S. Census Bureau, 2010 & 2020 Census

Table 1-7. Hispanic or Latino Origin by Race

Hispanic or Latino Origin by Race	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Population	12,015	100.00 %	13,162	100.00 %
White alone	10,546	87.77%	10,822	82.22%
Black or African American alone	303	2.52%	336	2.55%
Hispanic or Latino (of any race)	826	6.87%	1,239	9.41%
American Indian and Alaska Native alone	8	0.06%	11	0.08%
Native Hawaiian and Other Pacific Islander alone	0	0.00%	12	0.08%
Asian alone	201	1.67%	250	1.89%
Some other race alone	13	0.11%	43	0.33%

Source: U.S. Census Bureau, 2010 & 2020 Census

Table 1-8 indicates the education attainment level of North Palm's population according to the American Community Survey (ACS) from the U.S. Census Bureau. Achievement levels recorded are the highest level (years completed) reached by an

individual. Achievement levels are broken down into various categories. The college level groups are further broken down to show those that had Some college (no degree), an Associate's degree, a Bachelor's degree, and a Graduate or professional degree.

According to Table 1-8, 93.2% of the population had a High School diploma or higher educational level in 2010, increasing to 96.9 % in 2020. The number of individuals with a Graduate or professional degree increased from 13.5% in 2010 to 16.5 % in 2020.

Table 1-8. Educational Attainment

Educational Attainment	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Population 25 years and over	9,768	(x)	10,726	(x)
Less than 9th grade	130	1.3%	99	0.9%
9th to 12th grade, no diploma	537	5.5%	231	2.2%
High School Graduate (includes Equivalency)	2,690	27.5%	2,742	25.6%
Some college, no degree	1,791	18.3%	1,791	16.7%
Associate's degree	895	9.2%	981	9.1%
Bachelor's degree	2,409	24.7%	3,116	29.1%
Graduate or professional degree	1,316	13.5%	1,766	16.5%
Percent high school graduate or higher	(x)	93.2%	10,396	96.9%
Percent bachelor's degree or higher	(x)	38.1%	4,882	45.5%

(X) The estimate or margin of error is not applicable or not available

Source: 2010 & 2020 American Community Survey

Tables 1-9 and 1-10 provide employment and occupation data according to the American Community Survey (ACS) from the U.S. Census Bureau. Between 2010 and 2020, the Village's labor force decreased slightly from 58.6% to 53.1%. The Village labor force unemployment rate in 2010 was 2.8%, decreasing to 0.9% in 2020.

In 2010, 15.5% of the labor force was engaged in Management, business, science, and arts occupations, increasing to 52.5% in 2020. Service occupations increased from 10.8% to 15.8%, while Natural resources, construction, and maintenance occupations experienced a decrease from 11.1% to 5.4%. Sales and office occupations saw a decrease from 26.9% to 21.4%; Production, transportation, and material moving occupations decreased from 5.7% to 4.9%.

Table 1-9. Employment Status

Employment Status	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Population 16 years and over	10,560	(x)	11,684	(x)
In labor force	6,193	58.6%	6,204	53.1%
Civilian labor force	6,193	58.6%	6,204	53.1%
Employed	5,893	55.8%	6,097	52.5%
Unemployed	300	2.8%	107	0.9%
Armed forces	0	0.0%	0	0.0%
Not in labor force	4,367	41.4%	5,480	46.9%
(X) The estimate or margin of error is not applicable or not available				

Source: 2010 & 2020 American Community Survey

Table 1-10. Occupation

Occupation	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	5,893	(x)	6,097	(x)
Management, business, science, and arts occupations	2,684	15.5%	3,198	52.5%
Service occupations	636	10.8%	965	15.8%

Sales and office occupations	1,586	26.9%	1,306	21.4%
Natural resources, construction, and maintenance occupations	653	11.1%	332	5.4%
Production, transportation, and material moving occupations	334	5.7%	296	4.9%
(X) The estimate or margin of error is not applicable or not available				

Source: 2010 & 2020 American Community Survey

Table 1-11 lists the top employers in Palm Beach County according to the Palm Beach County Financial Report.

Table 1-11. Palm Beach County Principal Employers (2020)

Palm Beach County Principal Employers (2020)		
Number	**Employer**	**Number of Employees**
1	Palm Beach County School District	22,049
2	Palm Beach County Government	11,652
3	Tenet Healthcare Group	6,505
4	NextEra Energy (Florida Power & Light)	4,807
5	Florida Atlantic University	2,898
6	Hospital Corporation of America (HCA) (1)	2,806
7	Boca Raton Regional Hospital	2,800
8	Veterans' Health Administration	2,700
9	The Breakers	2,300
10	Bethesda Hospital East/West (2)	2,282

Source: Palm Beach County Financial Report

Table 1-12 shows income data according to the American Community Survey (ACS) from the U.S. Census Bureau. The median household income in North Palm Beach increased from $60,408 to $71,830 between 2010 and 2020, possibly due to the economic expansion that followed the great recession. The mean household income increased significantly from $97,441 to $109,141 during this time.

Between 2006 and 2010, 18.9% of total households in the Village of North Palm Beach earned an income between $50,000 and $74,999. By 2020 that figure had increased to 19.4%. In 2020 the highest percentage of residents within the Village made between $50,000 and $74,999. Between 2006 and 2010, 8.8% of the population of the Village earned more than $200,000, which increased to 10.6% during the 2016-2020 period.

Table 1-12. Income & Benefit

Income & Benefit	Village of North Palm Beach			
	2010		2020	
	Estimate	Percent	Estimate	Percent
Total Households	6,025	(x)	6,232	(x)
less than $10,000	255	4.2%	211	3.4%
$10,000 to $14,999	231	3.8%	61	1.0%
$15,000 to $24,999	455	7.6%	403	6.5%
$25,000 to $34,999	588	9.8%	455	7.3%
$35,000 to $49,999	894	14.8%	901	14.5%
$50,000 to $74,999	1,138	18.9%	1,209	19.4%
$75,000 to $99,999	881	14.6%	706	11.3%
$100,000 to $149,999	703	11.7%	1,036	16.6%
$150,000 to $199,999	350	5.8%	587	9.4%
$200,000 or more	530	8.8%	663	10.6%
Median household income (dollars)	60,408	(x)	71,830	(x)
Mean household income (dollars)	97,441	(x)	109,141	(x)

Source: 2010 & 2020 American Community Survey

Table 1-13 presents the percentage of people and families whose income in the past calendar year was below the poverty level. Poverty level is a measure of income level issued annually by the Department of Health and Human Services. Federal poverty levels are used to determine eligibility for certain programs and benefits... As experienced elsewhere, the economic downturn and subsequent increase of unemployment during the great recession impacted income and raised the number of families and people earning less than the poverty level in the Village of North Palm Beach. However, some of those percentages have decreased as a result of the economic expansion that followed. Some residents of the Village still suffer from a higher poverty level, specifically families with a female householder and no husband present with children under 18 and children under 5. This can be attributed to the negative impact of the Covid-19 Pandemic.

The number of families and people below the poverty level in the Village decreased from 2010 to 2020. All families decreased from 4.0% to 3.4%; all people below the poverty level decreased from 6.4% to 4.9%. More families with female householders (no husband present) were under the poverty level in comparison with married couple families. The number of families in the Village with female householders (no husband present) increased from 2.5% to 6.7% during this time.

Table 1-13. Poverty Level

Poverty Level	Village of North Palm Beach	
	2010	2020
	Percent	Percent
All families	4.0%	3.4%
With related children under 18 years	5.5%	4.0%
With related children of householder under 5 years	5.6%	10.4%
Married couple families	4.0%	2.5%
With related children under 18 years	4.9%	1.6%
With related children of householder under 5 years	0.0%	6.4%
Families with female householder, no husband present	2.5%	6.7%
With related children under 18 years	4.2%	13.6%
With related children of householder under 5 years	0.0%	50.0%
All people	6.4%	4.9%
Under 18 years	6.7%	3.0%
18 to 64 years	7.7%	5.5%
65 years and over	3.7%	4.7%

Source: 2010 & 2020 American Community Survey

Land Use

With only 27 acres of land vacant, North Palm Beach has reached a built-out status. As a result, the Village is limited to infill and redevelopment. Table 1-14 identifies the Future Land Use designations within the Village as of 2023. Although the total acreage in the Village of North Palm Beach consists of 4,479 acres, the future land use acreage total does not account for roads or waterbodies.

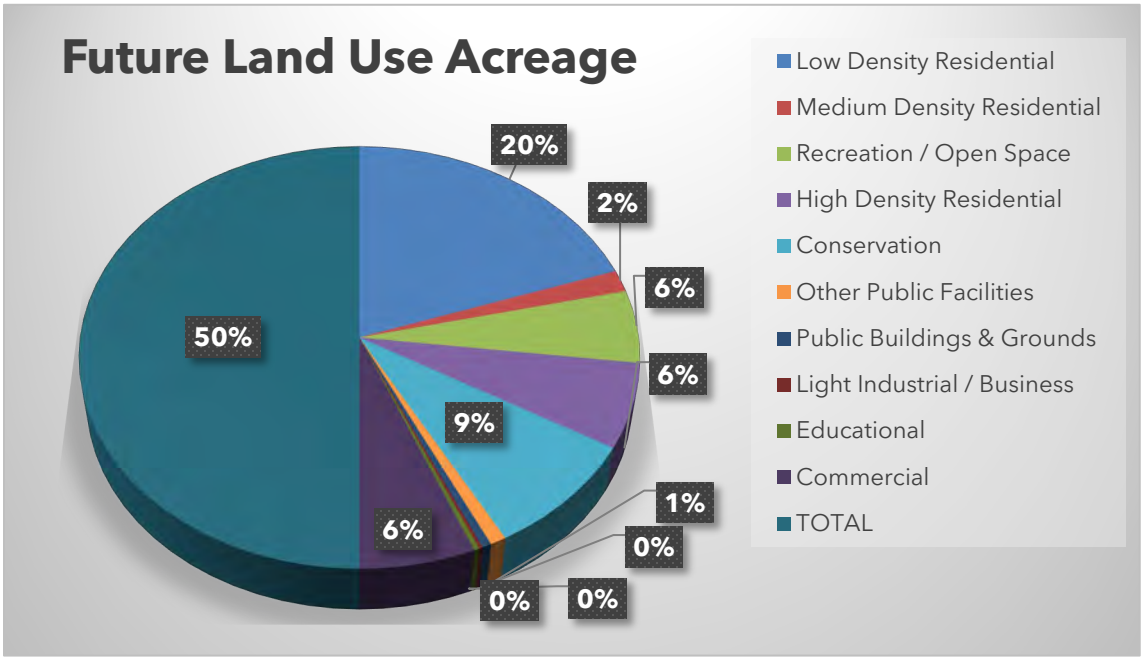
Table 1-14. Future Land Use Acreage

Future Land Use Designation	Acreage	Percentages
Low Density Residential	684.68	39.38%
Medium Density Residential	58.06	3.34%
Recreation / Open Space	193.61	11.14%
High Density Residential	224.65	12.92%
Conservation	301.59	17.35%

Other Public Facilities	29.44	1.69%
Public Buildings & Grounds	17.36	1.00%
Light Industrial / Business	6.49	0.37%
Educational	9.92	0.57%
Commercial	212.80	12.24%
TOTAL	1738.60	100.00%

Sources: Future Land Use Map, Village of North Palm Beach (2023).

Figure 1-1. Future Land Use Acreage Chart



Based on Table 1-14, residential uses as a whole occupy approximately 967.39 acres, which represents 55.64% of the Village's land use. Among the three residential future land use categories, there is an approximate 70/30 split between low-density residential and medium-and high-density residential.

The Village comprises the following Future Land Use Designations:

- Low-Density Residential - fewer than 5.80 residential units per gross acre
- Medium-Density Residential - 5.81 to 11.0 residential units per gross acre
- High-Density Residential - 11.1 to 24.0 residential units per gross acre.
- Commercial
- Conservation - Maximum of one unit per upland acre
- Recreation/Open Space - Maximum of one unit per upland acre
- Educational

- Public Buildings/Grounds
- Other Public Facilities
- Light Industrial/Business

A description of each Future Land Use designation follows.

Low-Density Residential Uses

Single-family residential properties in North Palm Beach are designated as Low-Density Residential land use. Occupying about 684.68 acres or about 39.38% of the total land area, Low-Density Residential is the Village's predominant land use. (Table 1-14).






Medium-Density Residential Uses



The Medium-Density Residential designation is assigned to two-family and multi-family properties. Two-family structures are those that provide two principal dwelling units, each for occupancy by one family or household. Multi-family structures are those that contain three or more principal dwelling units, each for occupancy by one family or household. Medium-

Density Residential use comprises about 58.06 acres or 3.34% of the total land area within the Village.

High-Density Residential Uses

The High-Density Residential designation is assigned to multi-family properties. Within this Future Land Use category, multi-family developments are permitted at higher densities than in other residential categories. High-Density Residential Use accounts for 224.65 acres or 12.92% of the Village's land area.





Commercial Uses

Commercial land use represents approximately 212.80 acres or about 12.24% of the Village. The commercial component consists primarily of retail sales but also includes wholesale trade, offices, restaurants, service outlets, and automobile service facilities.









Light Industrial/Business

The Light Industrial/Business use represents 6.49 acres, or 0.37% of the Village. This land use consists of commercial and light industrial uses such as landscaping establishments, auto service stations, commercial greenhouses, etc.



Recreation & Open Space

Recreational use occupies approximately 186.91 acres or 10.75% of the Village. This land use designation includes the North Palm Beach Country Club. The Recreation and Open Space Element provides more details on the Village's Parks and Conservation areas.





Conservation

The Conservation use occupies approximately 301.59 acres or 17.35% of the Village. This use consists of John D. MacArthur Park, which includes wetland areas, a boardwalk, and beach access.





Educational Use

Educational future land use designation occupies approximately 9.92 acres or 0.57% of the Village. This designation consists of The Conservatory School at North Palm Beach. However, there are other educational uses, such as the Benjamin School, which are not located within the Educational Future Land Use Designation.



Public Buildings/Grounds

The Public Buildings/Grounds use represents approximately 17.36 acres or 1.00% of the Village's land area. Key sites within this designation include the Anchorage Park Marina, North Palm Beach Fire Station, the Village Hall, and the Library.





Other Public Facilities

The Other Public Facilities land use category accounts for 29.44 acres or 1.69% of the Village. This designation includes religious institutions such as the First Presbyterian Church, Faith Lutheran Church, Lighthouse Baptist Church, and public service buildings, such as the Village's Public Works Department.



Vacant Land

There are approximately 27 acres of Vacant land in small parcels throughout the Village with various Future Land Use designations. At this writing, the Village provides the level

of service needed to accommodate development of these vacant properties. However, the Village's land development process ensures that required levels of service will be maintained.

Traffic Circulation

As noted in the Transportation Element, the Village of North Palm Beach is transected by a variety of federal, state, and county highways. These roadways accommodate the majority of traffic demand within the Village. Collector and local roadways are used primarily by local residents and are owned and maintained by the Village of North Palm Beach. The Village's local roadway system provides a smooth and efficient traffic circulation system that functions well at the present time. The level of service for traffic circulation is further discussed in the Transportation Element of this Comprehensive Plan.

Sanitary Sewer

The Village's wastewater and sanitary sewer systems are provided and maintained by the Seacoast Utility Authority in conjunction with public works staff.

Solid Waste

The Village Solid Waste Division is responsible for the collection and disposal of residential and commercial garbage, trash, bulk items, vegetation, and recycling within the Village. Although waste collection is provided in-house, the Village utilizes the Solid Waste Authority (SWA) landfill for disposal.

Drainage

The Village of North Palm Beach's drainage system consists of canals and lakes that discharge into the Intracoastal Waterway. The drainage system is managed by the South Florida Water Management District, the Northern Palm Beach County Improvement District, and the Village's Public Works Department. The drainage system adequately serves the existing community and committed development.

Potable Water and Natural Ground Aquifer Recharge

The Village's water service is provided by Seacoast Utility Authority. The Authority provides potable water to approximately 92,000 people (45,000 accounts) within 65 Square miles including North Palm Beach. The Village and Seacoast Utility Authority work in conjunction with South Florida Water Management District for natural ground

aquifer recharge. Potable water and natural ground aquifer recharge are discussed further in the Infrastructure Element of this plan.

Natural Resources

Natural features and resources impact development patterns. A more detailed analysis of the features and resources pertinent to growth and development is provided in the Conversation, Coastal Management, and the Parks and Open Space elements of this plan.

Physiography, Minerals, Soils, and Wetlands

North Palm Beach's topography is relatively flat with various minerals and soils. A variety of federal and state actions have been taken to protect and maintain wetlands and environmentally sensitive areas within the Village. John D. MacArthur State Park contains most of the Village's wetlands.

Wellfields

Seacoast Utility Authority is responsible for the development of a comprehensive future wellfield study. There are no future sites proposed in the Village at this time.

Lakes, Beaches, and Shores

All the beachfront property within the Village of North Palm Beach is designated as conservation or open space use. John D. MacArthur Beach State Park, the Lake Worth Lagoon, the Atlantic Ocean, and various interior canals are designated as the Village's Conservation or Open Space uses.

TRENDS AND CHALLENGES

The Village of North Palm Beach is evolving and has experienced redevelopment in recent years due to the increasing demand in the real estate market. This has triggered planning challenges such as protecting the character, zoning regulations and architectural design. The Village strives to maintain and enhance North Palm's small village way of life, urban character, and scenic charm. The Master Plan prepared by Treasure Coast Regional Planning Council in 2016 addresses these considerations (see next page).

With little vacant land and aging housing stock, the Village of North Palm Beach is accommodating growth through infill and redevelopment which consists of new larger residential homes and taller condominium buildings. While the Village of North Palm

Beach is open to infill and redevelopment, it also embraces a vision that protects the existing small-village character and identity. The Village continues to work closely with developers to maintain the quality of life that the residents have come to expect.

The Village's existing aging condominium buildings are prime targets for buyouts and redevelopment. The impetus behind this trend is twofold: the imperative for costly repairs mandated by state regulations in 2022, and escalating construction and insurance costs. The Condominium associations of aging properties face expensive repairs mandated by state regulations passed after the collapse of South Florida Champlain Towers in 2021. These mandates further exacerbated Florida's insurance crisis, which has resulted in fast-rising premiums, decreased coverage amounts, and insolvency among some insurers. Others are leaving the state altogether.

The Village should consider creating design guidelines for redevelopment and infill that will assist developers in maintaining the overall aesthetics, environment, and redevelopment of the Village. The guidelines might include massing, articulation, height, colors, and other building design elements. The guidelines should provide criteria, requirements, and recommendations for infill and development including (a) Building Design (b) Site Planning (c) Landscaping (d) Public Streetscape.

Flood Prone Areas

The Village fully subscribes to FEMA's flood risk program, while there are few flood-prone areas in the Village, any development or redevelopment within these areas would have to comply with FEMA's flood risk program standards and its flood insurance rate maps. Additional analysis is presented in the Coastal Management Element of the Plan.

Annexation

The Village continues to support strategic annexation in order to eliminate pocket areas and enclaves. The Village has an Annexation Plan that targets some unincorporated areas between Alternate A1A and Northlake Boulevard, parcels east of PGA Boulevard and north of Jack Nicklaus Drive, and a development south of PGA between US Highway 1 and Prosperity Farms Road. These areas are also targeted for annexation by the City of Palm Beach Gardens.

The Village's Comprehensive Plan includes an (optional) Annexation Element, which identifies the Village's Future Annexation Areas and contains goals, objectives, and policies related to future annexation. Please see the Annexation Element of this document for more specific information.

2016 Village of North Palm Beach Citizen's Master Plan

In August of 2015, the Village of North Palm Beach, in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), contracted with the Treasure Coast Regional Planning Council (TCRPC) to study ways to improve mobility, quality of life, and economic vitality of the Village. In its FY 2016 Council Goals and Objectives, the Village articulated Goal 5 which states, "Develop a master plan for economic development in our business districts and community development in our neighborhoods." Specifics of this Goal include holding a public charrette, review of the Village Comprehensive Plan and Land Development Regulations, preparation of a market study and economic strategies, develop a master plan with specific recommendations and renderings, and complete the plan by FY 2016.

In early 2016, TCRPC conducted a significant public involvement process, including a week-long economic development and urban design charrette to assist the Village in accomplishing its goals. From Saturday, January 30, 2016, through Friday, February 5, 2016, the TCRPC team worked with over 150 citizens, elected officials, business owners, and staff in forging a strategy for redevelopment and economic growth in the Village of North Palm Beach. Working together, the team and the public created a master plan that represents the aspirations for the village's waterfront, commercial corridors, and neighborhoods.

The subject Master Plan included the following key recommendations:

1. Redefine US 1
    a. Calm the corridor by pursuing a Lane Elimination to reduce the roadway from six to four lanes
    b. Beautify the corridor by repurposing asphalt into a new streetscape design
    c. Balance mobility by designing the roadway for a superior pedestrian and bicycle environment
2. Create a Form-Based Code and Design Guidelines
    a. Ensure private redevelopment complements public investments and contributes to realizing the vision
    b. Respond to market forces
    c. Establish predictability in the built environment and the approval process
    d. Maximize the waterfront
    e. Provide incentives for desired patterns and forms of development

3. Improve Prosperity Farms Road
   a. Create a signature design feature on the bridge
   b. Upgrade street furniture, especially bus stops
   c. Install pedestrian-scaled lighting
   d. Ensure infill development is consistent with the surrounding neighborhood
   e. Adopt programs to improve distressed areas
4. Prioritize Targeted Redevelopment Areas
   a. Northlake Promenade Shoppes (Twin City Mall) site
   b. Village Center(s) along US 1 corridor
   c. Camelot Inn/ Marina Area
   d. Crystal Tree Plaza
   e. Potential Southwest Annexation Area
   f. Northlake Boulevard / Earman River Area.

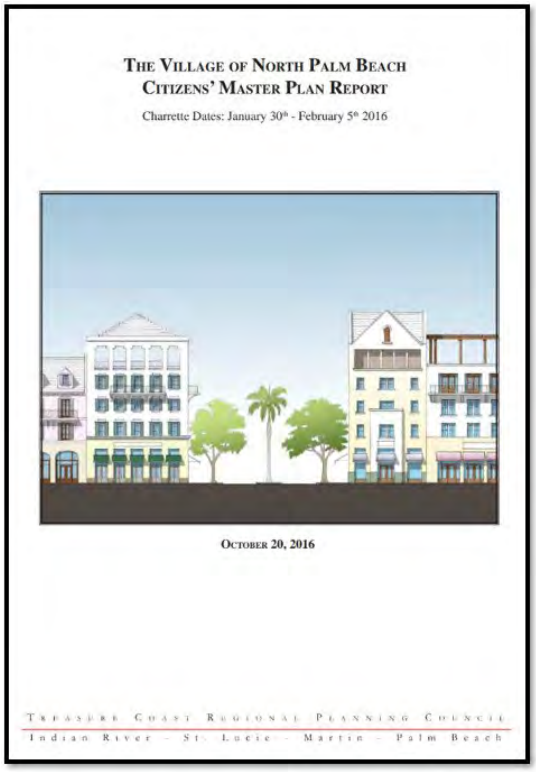





Table 1 citizens' drawing and photos from the public workshop.


Table 2 citizens' drawing and photos from the public workshop.

Commercial Trends

As mentioned, the Village along with other areas in Palm Beach County are experiencing redevelopment. Although, many may believe that the primary redevelopment opportunities and efforts for the Village are solely residential, that is not necessarily the case. In efforts to prepare the Village for future development, the Village enlisted assistance from the Treasure Coast Regional Planning Council.

In 2016, the Treasure Coast Regional Planning Council hosted various charrettes and created a Citizen Master Plan. The plan identified that the Village has various commercial buildings that are unlikely to be developed such as 701 US Highway 1, which was fully leased at the time of the report. In addition, the bank located at 667 US Highway 1 was fully leased and utilized all the surface parking areas. Based on this analysis, there was little opportunity for retrofitting those subject properties.

However, during the charrette process, it was also noted that there is potential for redevelopment of Twin City Mall, which currently includes Northlake Promenade Shoppes. Although this is not the only property that may benefit from redevelopment, it is unique in the fact that it is located in two municipalities, North Palm Beach and the Town of Lake Park. The design of the subject property would need to embody the maritime character of North Palm Beach while including the identity of Town of Lake Park.

Beginning in 2020, the world was impacted by the Covid-19 Pandemic. Commercial businesses were required to pivot from on-site, in-person interaction to contactless online sales and services. The pandemic also interrupted the flow of supply chains for most commercial operations, resulting in higher prices for goods and services. Although the resulting increase in inflation seems to have slowed of late, economists do not predict a return to pre-pandemic prices. Nonetheless, the public has become accustomed to online shopping and remote work schedules.

Along with redevelopment of certain properties within the Village, the emphasis of online shopping has affected commercial businesses within North Palm Beach. Previously, consumers were required to physically visit their brick-and-mortar retailer or commercial business to purchase goods or request services. However, with the introduction of online shopping, consumers no longer have to travel to another location. As a result, retailers have reduced their inventory and downsized or eliminated their storefronts in favor of an online presence.

Repurposing and adaption of commercial plazas are current trends being considered by local governments across Florida. The mixed-use approach is highly recommended to attract residents, foster commercial uses, and support vibrant corridors.

Smart Growth

As a municipality that embraces a small-town character, the Village acknowledges that redevelopment is necessary for continued viability. As residential buildings, aging multi-family developments, and underutilized commercial buildings/plazas are repurposed or redeveloped, the Village supports "Smart Growth" principles. These principles provide an overall approach to development that will preserve the Village's natural resources and small-town character. While the Village currently lacks a Mixed-Use Future Land Use designation, the Village's current CMU Zoning District promotes such a mixture of land uses.

Key principles of smart growth include the following:

- Mix land uses.
- Take advantage of compact building design.
- Create a range of housing opportunities and choices.
- Create walkable neighborhoods.
- Foster distinctive, attractive communities with a strong sense of place.
- Preserve open space, farmland, natural beauty, and critical environmental areas.
- Strengthen and direct development towards existing communities.
- Provide a variety of transportation choices.
- Make development decisions predictable, fair, and cost effective.
- Encourage community and stakeholder collaboration in development decisions.

Green Development and Redevelopment



Because the Village has limited vacant land resulting in an increase in redevelopment of existing sites, careful consideration regarding land use and the built environment is vital to the Village's sustainability. The subject Comprehensive Plan covers a 20-year planning period. The Village recommends policies

which encourage Green Development and Redevelopment and their resulting benefits to the community.

In 2016, the Village of North Palm Beach adopted a resolution that approved an Interlocal Agreement between the Towns of Mangonia Park and Lantana and other municipalities and counties. Per the resolution, Property Assessed Clean Energy ("PACE") program would provide funding for energy efficiency, renewable energy, and wind resistance upgrades to commercial and residential property in North Palm Beach. The Village has the opportunity to utilize various green development and redevelopment strategies.

Green Development and Redevelopment promote site planning, infrastructure, and building design considerations that aim to support economic and financial assets while protecting quality of life issues and the resources and environmental elements on which a community's well-being depends.

Florida Green Building Coalition (FGBC), Green Globes, Leadership in Energy and Environmental Design (LEED) and other similar organizations offer standards and practices that promote Green Development. The FGBC web site indicates that it *"is dedicated to improving Florida's built environment through verified green certification standards for homes, land developments, commercial buildings, high rises, and municipal and county governments. These Standards are developed scientifically with state-specific criteria. They address Florida's hot-humid environment, distinctive topography, unique geology, resiliency, and natural disasters."*

Many states (including Florida) offer incentives and programs for Green Design redevelopment to residents, businesses, governments, non-profits, schools, institutions, etc. The funds can be used to install energy efficient products such as photovoltaic cells, solar hot water heaters, solar pool heaters, and fuel cells. The incentives generally pay by kilowatt hour for installed products which will conserve electricity over the lifetime of the product.

The following elements are part of green design principles:

- Promote use of living green walls and live vegetation on the façade of a building
- Rooftop green spaces (gardens, open spaces, etc.)
    - Native and Florida-friendly Vegetation
    - Provide industry requirements for membranes, root barriers, drainage systems, filter fabrics, etc.
    - Integrate solar panels into green roof design

- Alternative building materials
- Green building certifications
- Installation of Solar Panels

Green roofs can help absorb rainfall and reduce stormwater runoff. In addition, they create habitats for biodiversity, create aesthetically pleasing roofs, transform rooftops into useable amenities such as parks, vegetable gardens, or other recreational spaces. Green roofs are historically cooler than conventional rooftops; they can reduce a building's indoor temperature and lower the urban heat island effect.

Shade from vegetation removes heat from the air, which reduces temperatures on roof surfaces. On hot summer days, the surface temperature of a vegetated rooftop can be cooler than the air temperature, whereas the surface of a traditional rooftop can be up to 90°F (50°C) warmer [Environmental Protection Agency].



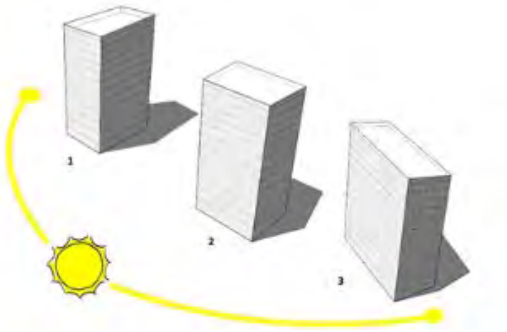
Green roofs prohibit the majority of ultraviolet radiation from penetrating the rooftop which equates to air conditioning savings and longer roof replacement periods. They also provide a habitat for butterflies and birds while filtering the rooftop water and creating less strain on storm water systems. Vegetated roofs use and filter the excess water while traditional roofs typically acquire pollutants and contribute to nonpoint source pollution which ultimately goes into the Atlantic Ocean.

Green roofs can be used to mitigate storm water runoff requirements while providing an aesthetically pleasing built environment. Basic green roof systems can be installed with little or no additional engineered structural support. An intensive green roof adds about 80-150 extra pounds per square foot; extensive green roofs add about 12-50 pounds per square foot.

Green roofs have been successful at several locations throughout Florida. The photos below (on the next page) include projects in Jacksonville (Breaking Ground Contracting Green Roof & Rooftop Garden); Orlando (Orlando Health MD Anderson Cancer Center Labyrinth Vegetated Roof Garden); Clermont (Honda Headquarters); and Miami (FIU College of Nursing & Health Sciences, Modesto A. Maidique Campus).

Building Orientation

Building orientation is the practice of facing a building to maximize certain aspects of its surroundings, such as street appeal, to capture a scenic view, for energy efficiency, for drainage considerations, etc. Along with massing, building orientation is a crucial consideration in the design phase. It should be decided concurrently with massing early in the design process, as neither can be truly optimized without the other. Successful building orientation can also minimize other site conditions, such as rainwater harvesting driven by prevailing winds.



Decisions about building orientation begin early in the design phase and involve all project team members. It helps to have input from experienced passive solar design architects and builders and to consider site conditions such as temperature, solar access, and wind to evaluate design opportunities. Building orientation impacts daylighting, which also relates to building geometry, window selection, interior layout, HVAC sizing, and electrical lighting design. Utilizing computer simulation software and energy modeling tools help to assess how building orientation and passive design considerations affect overall building performance.



Building orientation is usually intended to maximize solar gain during the cooler months, and to minimize solar gain in the warmer months. The sun is lower in the sky in winter than in summer, allowing designers to plan and construct buildings that capture (free) heat in winter and repel heat in summer. Best orientation can increase the energy efficiency of a building, making it more comfortable to live in and less expensive to maintain.

Buildings that are oriented east-west rather than north-south harness daylight and control glare along the long faces of the building, minimizing glare from the rising or setting sun.

Passive and Active Solar Strategies

Passive solar strategies use building components to collect, store, distribute, and control solar heat gains. Such strategies include implementing large, south-facing windows, sourcing building materials that absorb and slowly release heat, manipulating building form to influence ventilation, and minimizing unwanted heat gain through proper window selection and glazing. Shading devices such as roof overhangs or landscaping also reduce solar load.

Active solar strategies capture and store the sun's energy through mechanical or electrical means. Solar photovoltaic systems generate and store electricity, while solar thermal systems heat liquid directly and transfer thermal energy for heating water or air. Solar-ready buildings have south-facing roofs that are not shaded by nearby trees, structures, or buildings.

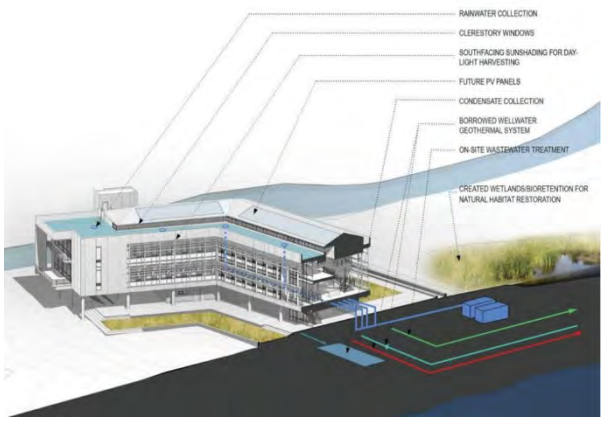
Buildings oriented for passive and active solar result in multiple benefits:

- Utilize solar, a renewable energy source, reducing greenhouse gas emissions and slowing fossil fuel depletion.
- Connect occupants to the natural environment by responding to changing weather conditions and providing window views.
- Provide daylighting, which decreases electrical lighting requirements and increases occupant satisfaction and productivity.
- Employ thermal massing, which reduces temperature swings and produces a higher degree of temperature stability and thermal comfort.
- Reduce heating and cooling costs through natural heating/cooling and ventilation.
- Lower operation and maintenance costs by requiring fewer moving parts and opportunities for mechanical failure.

Considering life-cycle costs and annual energy and maintenance savings, buildings designed to maximize solar access are often less expensive than conventional buildings. Passive solar features, such as south-facing windows, thermal mass, and roof overhangs, can theoretically pay for themselves by reducing mechanical heating and cooling loads, unit size, installation, operation, and maintenance costs. Compared to passive solar systems, active solar systems often have a higher initial cost and longer payback period depending on the size and the type of technology but may be offset with currently available federal and state tax credits.

Building Resiliency

Building orientation for passive and active solar design enhances a building's resiliency by maintaining livable conditions in the event of power interruption and loss of heating fuel. Daylight-optimized buildings provide interior light, and highly insulated buildings with natural ventilation maintain thermal comfort for building occupants. Photovoltaic systems with battery storage and islanding inverters provide emergency "power islands" during storm or other grid outages.



Florida Department of Environmental Protection's (DEP) Green Stormwater Infrastructure manual encourages the integration of stormwater practices and policies into the development process. A site's landscaping and open spaced areas can be used to retain and treat stormwater on-site rather than transferring potentially polluted stormwater off-site.

Urban Forestry and Landscaping

Trees are a vital component of the infrastructure in our community and provide many environmental and economic benefits. These benefits include cleaner air, soil and water conservation, climate moderation, energy conservation, human health and longevity, increased property values, traffic calming, and enhanced biodiversity.



Urban forestry is the care and management of tree populations in urban settings for the purpose of improving the urban environment. Because the tree canopy consists of living organisms that grow, change, and respond to environmental factors, this valuable natural resource requires management to thrive.

Urban forestry emphasizes the role of trees as a critical part of the urban infrastructure. Urban foresters plant and maintain trees, support appropriate tree and forest preservation, conduct research, and promote the many benefits trees provide. Employing urban forestry policies will bring environmental and economic benefits to the Village of North Palm Beach by reducing the need for air conditioning, absorbing sunlight, reducing ultraviolet light, cooling the air, and reducing wind speed -- in short, it will improve the Village's microclimate and air quality.





Another economic benefit associated with urban forestry is increased land, property, and rental value. Well-maintained trees and landscaped business districts have been shown to encourage consumer purchases and attract increased residential, commercial, and public investments. Numerous studies have shown that there is a direct relationship between home value, public health, and street trees. In her article "City Trees and Property Values," Kathleen L. Wolf indicates that home prices increase by 6 to 9 percent when there is good tree cover in a neighborhood, and a 10 to 15 percent increase when there are mature trees in a high-income neighborhood.

Urban forests improve air quality, absorb rainwater, improve biodiversity, and potentially allow recycling of 20% of waste which is wood based. Many cities today have issues with stormwater management systems that can no longer hold the volume of stormwater water generated by today's climate conditions. One sustainable solution to this problem is putting grates underneath street trees to hold water. Trees and their soils work to filter runoff pollution and soil contaminants by absorbing them and processing them into less harmful substances. They also collect water in their limbs

which release the water back into the atmosphere over time. This makes trees aa viable and important solution to stormwater runoff and urban heating issues.

Urban forestry can be subject to NIMBY (not in my backyard) arguments because some people occasionally experience trees as a nuisance or as a cause for disputes between neighbors. Citizen complaints frequently include concerns about too much shade, leaf litter, low hanging and falling branches, undesirable seeds, pods or fruits, and bird droppings. Many of these objections can be overcome by educational programs that promote the careful selection, placement, and routine maintenance of trees. The benefits of trees in our communities far outweigh any real or perceived inconveniences.

Another area of concern is the damage to homes and buildings that can result from tree roots or falling trees. Cases of damage to building foundations from invasive roots are typically the result of improper siting of trees and buildings relative to each other. The young sapling planted by the front door today will become the giant oak of tomorrow with roots that might damage walkways and foundations. Proper education about site and species selection is critical.



Falling trees often result from unstable root systems and/or severe storms. It is important to understand regional soil types and the routine maintenance practices necessary to promote healthy root systems and to reduce the other circumstances that might cause a tree to fall (disease, rotten wood, a too-heavy crown, etc.) Nonetheless, the damage from trees remains low in proportion to the number of trees and the many direct and indirect benefits they provide.

The following should be considered when formulating codes and standards for Urban Foresting:

- Include clear and concise definitions of key terms
- Include risk assessment evaluation requirements
- Define minimum landscape standards and mitigation requirements
- Specify what type of trees are required in certain locations
- Provide incentives or penalties to developers, landscape architects, etc.
- Provide educational opportunities for the community

A number of cities in South Florida support Urban Forestry and qualify as *Tree City USA* communities. Boca Raton, Boynton Beach, Delray Beach, Palm Beach Gardens, Royal Palm Beach, and Lantana have been designated as Tree Cities in the state of Florida.

The sustainability and long-term quality of our community will benefit by including urban forestry policies and code language in the Village's Comprehensive Plan and Land Development Regulations.

FINAL REMARKS

The Village of North Palm Beach Comprehensive Plan outlines the future development and growth of one of Florida's vibrant coastal communities. Rooted in the village's unique heritage, rich history, and culture, this comprehensive plan seeks to create a sustainable and resilient village that enhances the quality of life for its residents and visitors alike.

The Village's Comprehensive Plan embrace the **sustainable community** concept: *An urban area with a long-term planning and management vision that incorporates a multi-modal transportation network; walkable, mixed-use patterns of development; denser development where infrastructure exists; civic spaces and interconnected open spaces for recreation; economic vitality and job choices; choices in housing price and size; a quality educational system; and a unique identity.* The Village's sustainable community concept serves as an umbrella under which all the elements of the Plan are developed.



As a village with a strong economic foundation built on tourism, trade, and diverse industries, the Comprehensive Plan seeks to strike a delicate balance between preserving the village's natural beauty, fostering responsible growth, and promoting economic prosperity. The Comprehensive Plan aims to create a sustainable environment, addressing challenges posed by climate change, sea-level rise, and protecting the village 's unique ecosystems. It envisions a village with well-connected transportation networks, encouraging alternative modes of travel and reducing congestion to improve mobility and accessibility.

Preserving North Palm's cultural heritage and historical landmarks are integral components of the Plan. Emphasizing the importance of smart urban design, the plan seeks to revitalize neighborhoods, promote affordable housing, and enhance public spaces to foster a sense of community and pride. Safety and resilience are of paramount concern in the Comprehensive Plan, with strategies in place to mitigate potential natural hazards, enhance emergency response systems, and safeguard the well-being of residents and visitors.

The Village's Comprehensive Plan is a forward-thinking document that envisions a Village that celebrates its past, embraces the present, and looks ahead to a sustainable, vibrant, and inclusive future. As the village continues to evolve and face new challenges, this plan serves as a guiding compass, shaping policies, and decision-making to ensure North Palm Beach continues to thrive as a cherished destination and a place its residents are proud to call home.

The following table includes the major goals of the Village's proposed Comprehensive Plan:

- Protect quality of life of residents and support locally owned business development within the community
- Embrace community participation and dialogue
- Preserve community identity and historic character
- Protect its natural and built environment, encourage urban forestry
- Adopt sea level rise policies and regulations
- Provide walkable, mixed-use developments and support multi-modal transportation network
- Promote sustainable practices (drainage, green, buildings and site plans, etc.)

In summary, the Village should continue to implement specific strategies and policies that protect residents' quality of life and support the business community by encouraging and promoting sustainable, compact development patterns, and fostering the "live, work, play, learn" concept. Such strategies should include:

- Plan for infill and redevelopment of existing single-family dwellings that are being demolished and replaced by newer homes;
- Consider creating design guidelines for redevelopment and infill areas to protect the character of the Village;
- Promote walkable and connected neighborhoods that provide for a mix of uses at urban densities and intensities that support a range of housing choices and encourage a multi-modal transportation system;

- Improve non-auto-dependent connectivity between residential, shopping, entertainment, and employment areas by providing interconnected sidewalks, bike lanes/paths, and expanded regional transit service;
- Build a more resilient, adaptive community to address environmental impacts from sea level rise;
- Support green development and redevelopment policies and consider amending the Village's LDRs to be consistent with green initiatives supported by the Comprehensive Plan;
- Direct future economic growth and associated development to areas of the Village in a manner that does not have an adverse impact on natural resources and protect ecosystems;
- Encourage infill and mixed-use development
- Assess the capacity of existing infrastructure to support higher density and intensity uses along corridors;
- Promote Florida Friendly landscaping to support water conservation; and,
- Consider preparing an Urban Forestry Master Plan including available grants.

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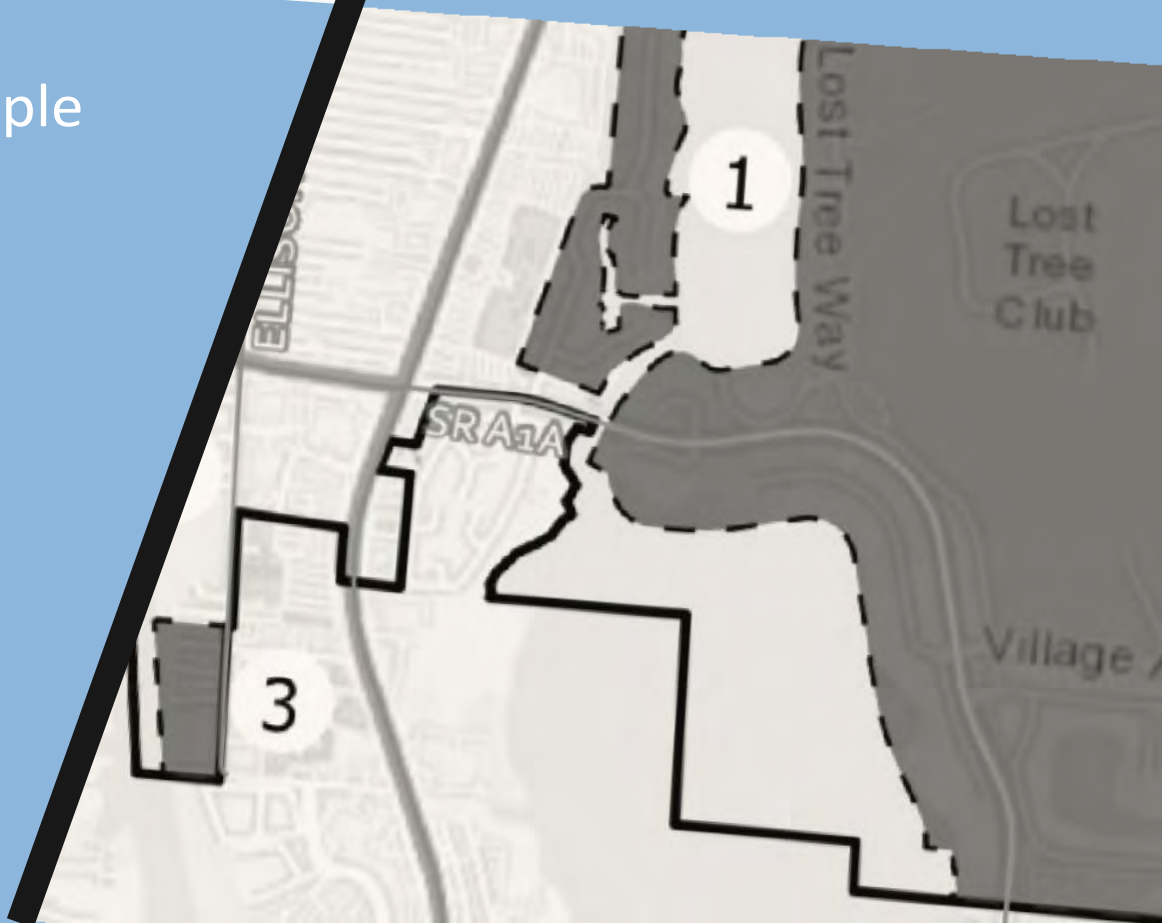
Annexation

Data and Analysis

Chapter 1: People and Places

Element 2



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DATA AND ANALYSIS

INTRODUCTION

The Village of North Palm Beach recognizes the impact that annexation can have on the resources of local governments. Although it is not required by Florida Statute, the Village has adopted this optional element into its Comprehensive Plan to provide the Village with a detailed outline for addressing future annexation and ensuring the Village has the tools necessary for smooth transition.

Florida's 1974 Municipal Annexation or Contraction Act provided a mechanism for municipalities to annex or recede from territory. This act allows municipalities to annex territories that are "contiguous, compact, unincorporated," and developed for urban purposes.

Florida Statutes

Annexation is addressed in Chapter 171 of the Florida Statutes. The Chapter is separated into two parts: Part I – Municipal Annexation or Contraction (ss. 171.011-171.094) and PART II – Interlocal Service Boundary Agreements (ss. 171.20-171.212).

Parts I and II are also subdivided. PART I addresses annexation procedures, prerequisites to annexation, character of the area to be annexed, voluntary annexation, and the annexation of enclaves. Part II addresses interlocal service boundary agreements, prerequisites to annexation under PART II, and consent requirements for annexation of land.

The following are definitions for certain Annexation terms:

- "Annexation" means the adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality.
- "Compactness" means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in Florida must be designed in such a manner as to ensure that the area will be reasonably compact.
- "Contiguous" means that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the annexing municipality.

The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or

utility; a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically.

However, nothing in this subsection may be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision of any special law prohibits the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

- "Enclave" means:
  - Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or
  - Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.
- "Feasibility study" means an analysis conducted by qualified staff or consultants of the economic, market, technical, financial, and management feasibility of the proposed annexation or contraction, as applicable.
- "Interlocal service boundary agreement" means an agreement adopted under Part II between a county and one or more municipalities, which may include one or more independent special districts as parties to the agreement.

BACKGROUND

In the past, interested property owners have initiated annexation requests in the Village of North Palm Beach. However, the Village views annexation as beneficial to the Village and is receptive to proposals for annexation, provided such proposals do not create undue hardship for service delivery.

The Village continues to attempt to expand its existing boundaries by adding new residents. As part of the Optional Map Series, the Annexation Map indicates the existing Village of North Palm Beach boundaries as well as potential annexation areas.

For two decades, the Village has made strides toward annexation. Table 2-1 lists the Village's annexation initiatives from 2001 to 2023. Throughout the years, the Village has annexed both residential and commercial properties off major throughfares such as US Highway 1 and Alt. A1A.

Table 2-1: Village Annexation Initiatives

Year Adopted/NPB #	Amendment Summary	Acres
2001/01-1.1	Amended Plan to incorporate a 0.65-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use designation and CC Transitional Commercial Zoning District	0.65 acres
2001/01-02	Amended Plan to incorporate a 0.66-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use designation and CC Transitional Commercial Zoning District	0.66 acres
2002/02-2.1	Amended Figure 3-18 of the Future Land Use Element (Future Annexation Areas) to reflect recent annexation actions by the Village and neighboring jurisdictions and reflect coordination of annexation areas with those of neighboring jurisdictions	-
2002/02-2.3	Amended Plan to incorporate a 1.06-acre annexation in Planning Area 6A. Assigned a Medium Density Residential Future Land Use designation and R-2 Zoning District.	1.06 acres
2004/04-1	Amended Plan to incorporate a 3.06-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use Designation and an Automotive Commercial Zoning District.	3.06 acres
2004/04-2	Amended Plan to incorporate a 0.92-acre annexation in Planning Area 5. Assigned a Commercial Future Land Use Designation and an Automotive Commercial Zoning District.	0.92 acres
2007/04	Incorporated a 1.79-acre annexation of property in Northeast corner of Alt. A1A and Richard Road	1.79 acres

Year Adopted/NPB #	Amendment Summary	Acres
2007/05	Incorporated a 0.35-acre annexation of property on East side of Alt. A1A and North of Richard Road	0.35 acres
2008/10	Incorporated a 2.62-acre annexation of property known as Live Oak Plaza located West of Alt. A1A and South of Richard Road	2.62 acres
2010/05	Incorporated a 1.70-acre annexation of property South of Richard Road and West of the Florida East Coast Railway (FEC)	1.70 acres
2010/18	Annexed seven (7) contiguous parcels of real property totaling approximately 4.64 acres located North of Richard Road and West of the FEC railroad right-of-way within Annexation Areas 4b and 4c	4.64 acres
Total		17.45 acres

EXISTING CONDITIONS

The Annexation Areas (Acreage) Map of the Optional Map Series indicates six areas within the Village of North Palm Beach with the potential for annexation. The total annexation area is approximately 688.1 acres which would dramatically increase the size of the Village.

Enclaves and Pocket Areas

The elimination of enclaves effectively curbs urban sprawl and lessens the undesirable impact that uncontrolled growth has had on Florida's resources.

As defined by Florida Statutes, enclaves are any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and/or a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

Annexing enclaves requires coordination between county and local municipalities. It can create difficulties for emergency service providers (medical/rescue, police, and fire departments) to respond to emergency situations.

Per F.S. 171, "the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves. In order to expedite the annexation of enclaves of 110 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may:

a) Annex an enclave by interlocal agreement with the county having jurisdiction of the enclave; or
b) Annex an enclave with fewer than 25 registered voters by municipal ordinance when the annexation is approved in a referendum by at least 60 percent of the registered voters who reside in the enclave.

However, this section does not apply to undeveloped or unimproved real property."

In addition, pocket areas generally occur along the outer perimeter of a municipality. Although pocket areas differ from enclaves, filling in the irregular growth patterns in pocket areas would result in more coherent boundaries, making the jurisdiction limits more definable.

Intergovernmental Coordination

Annexation of unincorporated property in Palm Beach County requires extensive coordination. Unless the area is within the municipality's utility service boundaries, residents of the area to be annexed are typically using County infrastructure. In such cases, it is important to recognize that the annexation may require conversions from septic tanks and well water to municipal sewer and potable water. Prior to any annexation, the jurisdiction must ensure concurrency between the subject areas.

TRENDS AND CHALLENGES

Treasure Coast Regional Planning Council Annexation Analysis

In 2022, the Village of North Palm Beach entered into an agreement with TCRPC to conduct an annexation analysis. The purpose of the analysis was to help the Village obtain any potential issues related to annexation. TCRPC would conduct due diligence, evaluate opportunity and outreach to various stakeholders. The project kickoff meeting was conducted with Village staff on April 26, 2022. In attendance was the Village Manager, Planning Director, and the Village's Legal Counsel. At the kickoff meeting, the some of the following topics were discussed:

- Methodology for Village staff to analyze benefits and costs for potential annexation candidates such as ad valorem taxes; utility taxes and fees

- Seacoast Utility Authority rate structure and lack of differential for Village or County customers
- Code Enforcement
- Future Land Use Map designations
- Other topics

Following the kickoff meeting, two additional project coordination meetings were conducted with the project team and Village Staff. The first coordination meeting was conducted on September 22, 2022. The coordination meeting included the Village Manager, Special Projects Director, and the Finance Director. Topics discussed that the meeting included the following:

- Prioritize meetings with Seacoast Utilities and Palm Beach County
- Annexation interests by Palm Beach Gardens in Annexation Area 1 (west of the FEC railroad corridor)
- Need for additional GIS mapping related to annexation and other Village priorities

Subsequently, on October 14, 2022, a coordination meeting was conducted with the Village Manager, Public Works Director, and Information Technology (IT) Manager. The following topics were discussed at the meeting:

In addition, TCRPC reviewed background documents and policies from the Village, Palm Beach County, Seacoast Utilities, and the Department of Health. The following findings were obtained from the various agencies:

- Palm Beach County maintains a Future Annexation Area Map. Per the County map, Areas 1, 2 and 3 are all indicated to be in the declared future annexation areas of both the Village and the City of Palm Beach Gardens.
- The Village Comprehensive Plan indicates the Village's annexation interest particularly for industrial and or business park land uses in Area 1 (described as north of Northlake Boulevard and west of Alternate A-1-A) pursuant to a desire to increase the municipal tax Chapter 13 addresses annexation, noting statutory provisions and requirements and placing emphasis on the desirability of annexation in Areas 1, 2, and 3. The Village emphasizes the need to coordinate with the City of Palm Beach Gardens regarding the City's de-annexation of Ellison Wilson Road and a flag-shaped lot located west of Ellison Wilson Road.
- Palm Beach County Fire Rescue (PBCFR) Services are currently provided in potential annexation areas 1, 2, and 3. Additional coordination will be needed with PBCFR if annexation efforts are advanced in these areas.

- Seacoast Utilities provides water and wastewater services to the Village and the potential annexation areas.
- The Department of Health regulates septic tanks; however, they do not maintain maps of failing septic tanks.

Stakeholder meetings were conducted with Seacoast Utilities and Palm Beach County. The City of Palm Beach Gardens declined to participate in a stakeholder meeting, and a meeting with the Town of Lake Park was suspended due to the preliminary findings. Summaries of the stakeholder meetings were as follows.

Seacoast Utilities

A meeting was conducted with Seacoast Utility Authority on January 31, 2023, including the Village Manager and Special Projects Director along with the Seacoast Executive Director and Director of Planning. Discussion topics included the following:

- "Seacoast customers in the Village pay a 10-11% surcharge, which Seacoast provides to the Village annually. For the Village, this surcharge generates roughly $70-80,000 monthly, totaling $891,000 in 2022.
- This fee is collected in the Village, Town of Juno Beach, and Town of Lake Park; however, it is not collected in the City of Palm Beach Gardens or unincorporated Palm Beach County. Therefore, unincorporated properties annexing into the Village would incur additional utility costs given the current rate structure.
- Two key areas for additional Village/Seacoast coordination include resilience and permitting in Village rights-of-way. Regarding development activities, Seacoast staff participates on the development review committees for the Village, Lake Park, and Palm Beach Gardens but not for the County.
- Septic to sewer conversions are anticipated east of A-1-A, including Richard Road, Honey Road, Conroy Drive, and Lorraine Court with a preliminary cost estimate of $4.5M. Similar conversions to the north along Richard Road and Hinda Road are estimated at $3M. There is funding potentially available through the South Florida Water Management District (SFWMD) and Legislative appropriation, which creates a partnership opportunity for Seacoast and the Village.
- The Seacoast water main on US1 represents an opportunity for collaboration. If the water main is moved to the alley, the remaining water line could be used for reclaimed water for landscaping as well as the Country Club."

Palm Beach County

A meeting was conducted with Palm Beach County on March 22, 2023, including the Village Building Official and County Planning Director and senior planning staff. Discussion topics included the following:

- "The alignment of Congress Avenue remains uncertain, with continued evaluation led by the County engineering department.
- The County has expressed preference for expanded workforce housing where possible. In Area 1, with the County's HR12 land use, a maximum density of 28 du/acre is achievable with the following assumptions:

HR 12 – base density	12 du/acre
Workforce housing bonus of 100% with 100% workforce housing (presumes 100% for-sale; bonus is reduced to +80% if rental)	+ 12 du/acre
Purchase of units through transfer of development rights	+ 4 du/acre
TOTAL MAX DENSITY	28 du/acre

- Properties along Northlake Boulevard include both Commercial High and HR 8 future land use designations. County regulations allow density to be clustered, enabling a maximum density of 20 du/acre, which can be aggregated and located on any portion of the total acreage of assembled properties. In addition to the residential density, the Commercial High FLU designation allows up to 0.85 FAR base intensity with a maximum intensity of 1.0 FAR for traditional neighborhood or traditional marketplace development.
- The implications of SB 102 (the Live Local Act of 2023) are unknown; however, as written, it would appear a maximum height of 8 stories should be considered. (NOTE: SB 102 as adopted allows subject properties to utilize the maximum building height permitted within one mile)"

Following the preliminary findings and analysis, the Village requested that the TCRPC annexation study be halted. As part of the analysis, TCPRC created the below annexation analysis as an example of potential taxes for a property that is annexed into the Village.

ANNEXATION ANALYSIS APRIL 2022

The purpose of this analysis is to compare taxes, fees & service delivery for properties within unincorporated Palm Beach County and within the Village of North Palm Beach. For the analysis, a sample property is utilized with a taxable value of $400,000.

CATEGORY	UNINCORPORATED[1]		IN VILLAGE		DIFFERENCE
Ad Valorem Taxes					
County Operating Debt	4.72	1888.00	4.72	1888.00	0.00
County Debt	0.03	12.00	0.03	12.00	0.00
* Fire/Rescue	3.46	1384.00	0.00	0.00	-1384.00
* Library Operating	0.55	220.00	0.00	0.00	-220.00
* Library Debt	0.03	12.00	0.00	0.00	-12.00
PBC School District by State Law	3.27	1308.00	3.27	1308.00	0.00
PBC School District by Local Board	3.25	1300.00	3.25	1300.00	0.00
North Palm Beach Operating	0.00	0.00	7.00	2800.00	2800.00
So. Fla. Water Mgmt. Basin	0.10	40.00	0.10	40.00	0.00
So. Fla. Water Mgmt. District	0.09	36.00	0.09	36.00	0.00
Everglades Construction	0.03	12.00	0.03	12.00	0.00
Fl. Inland Navigation District	0.03	12.00	0.03	12.00	0.00
Children's Services Council	0.55	220.00	0.55	220.00	0.00
Health Care District	0.73	292.00	0.73	292.00	0.00
Non Ad Valorem Assessments					
Solid Waste Authority of PBC		184.00		184.00	0.00
North Palm Beach Stormwater				142.84	142.84
		NET CHANGE FOR PROPERTY OWNER			1326.84

TOTAL 2022 Certified Millage Rate	16.8381
Seacoast Utilities	
North Palm Beach Surcharge	TBD
ISO Rating	TBD
Solid Waste Collection	TBD
[1] sample site: 2778 Hinda Road	https://www.pbcgov.org/papa/Asps/PropertyDetail/PropertyDetail.aspx?parcel=00434217040000120&srchtype=map
Estimated Taxable Value	$ 400,000

Strategic Annexation Plan

Although, TCRPC prepared an annexation analysis for North Palm Beach, the Village could continue this initiative by creating an Annexation Strategic Plan. The Annexation Strategic Plan will provide necessary data and information to guide the Village in the process of annexation surrounding properties both commercial and residential. In addition, it would evaluate the costs and benefits of annexation potential adjoining areas and define a suitable implementation strategy to annex specific areas.

The annexation plan would be divided into three (3) phases: Phase 1, Phase 2, and Phase 3. Phase 1 would provide an analysis of the decennial Census and Palm Beach County data related to potential annexation areas. Furthermore, Phase 1 would include the following:

- Detailed maps and photos of the annexation areas
- Key Planning Data (population, zoning, future land use, size-acres)
- Property Appraisal Information
- Projected Ad Valorem per Village Millage Rate
- Summary Table of Taxable Value and Ad Valorem Tax per each potential annexation area

Phase 2 would present project revenue to be received and projected costs to serve each targeted area. This phase would provide detailed analysis of existing conditions and level of services as follows:

- Infrastructure (water, sewer, drainage, parks, and road conditions)
- Building Department and Code Enforcement
- Public Safety (Fire Rescue/Law Enforcement)
- Inventory of Revenue and Costs

The cost analysis would review the expected annual expenses or costs to the Village for providing Village services to the potential annexation areas; and the estimated annual review that could be expected. Also, meeting with Village Departments and service providers would be critical task within Phase 2. Meetings should be conducted amongst Village Departments such as:

- Police
- Fire Rescue
- Finance
- Public Works
- Code Enforcement
- Parks and Recreation
- Community Development

In addition, it would be important to meet with the following service agencies:

- Seacoast Utility Authority
- Palm Beach County Fire
- Palm Beach County Sheriff's Office
- Solid Waste Authority

Phase 3 would provide prioritization of potential annexation areas based on the findings of the previous phases, and the recommendations from the Village Council. The main goal is to present specific strategies to annex target areas. This effort might include community outreach, online surveys, brochure presenting benefits, social media and others.

Political Challenges

Residents' resistance to change often impedes attempts at annexation. In many cases, residents of unincorporated areas are accustomed to receiving certain services at no cost and understandably oppose any measure that would increase taxes. From a municipality's perspective, however, annexation adds a financial and management burden on its existing operations and infrastructure. The use of local roads, parks, and other related amenities by residents of unincorporated areas without taxation burdens the municipal tax structure.

In general, unincorporated Palm Beach County residents are subject to lower taxes than municipal residents because they are taxed only by the County rather than by both the municipality and the County. Annexation into the Village of North Palm Beach would not only increase taxes for former County residents but sometimes subject them to stricter local regulations, ordinances, and codes.

Also, North Palm Beach's proximity to various unincorporated pockets creates overlaps in jurisdiction with neighboring municipalities. As indicated on the Annexation Map including Surrounding Municipalities of the Optional Map Series of this Comprehensive Plan, the Village competes with the City of Palm Beach Gardens and the Town of Juno Beach for annexation of certain unincorporated pocket areas.

The Village is also attempting to coordinate the de-annexation of the Ellison Wilson right-of-way and the "flag lot" with the City of Palm Beach Gardens. This de-annexation effort has been in process for several years and has been an ongoing struggle for both municipalities.

Furthermore, as mentioned in the Future Land Use and the Infrastructure Element of this Plan, the Village utilizes Seacoast Utility for its potable water services which imposes a surcharge on Village residents. Residents of unincorporated areas also pay a surtax for County fire/rescue and police. Because North Palm Beach provides those services in-house, the surtax would be replaced by the Village's tax structure.

Oftentimes, municipal residents oppose annexation citing drain on municipal resources and a general preference for a small-town lifestyle. Increased taxes and additional regulations are among the reasons residents of unincorporated areas are hesitant to join the Village. Although the elimination of enclaves and unincorporated pocket areas is encouraged by the State as well as the County, political issues often block attempts at annexation.

In March 2024, thousands of residents from unincorporated Palm Beach County near North Palm Beach and Palm Beach Gardens voted on whether to have either municipality annex their properties.

North Palm Beach proposed to annex four neighborhoods (182 dwellings) that are also in Palm Beach Gardens' annexation area, putting both municipalities in direct competition for the same neighborhoods. For an annexation to take effect, a municipality must receive approval from 50%-plus-one of the subject voters.

Table 2-2 indicates the three annexation zones in North Palm Beach which comprise a little over 200+ homes. The proposed annexation efforts sought to round out the Village's boundaries and provide more control over development and redevelopment in the area. However, residents of the subject annexation areas voted against joining the Village of North Palm Beach.

Table 2-2 – Annexation Voting Areas

Annexation Zone	Annexation Neighborhood	Size (Acres)
1	Portage Landings and Hidden Key residential developments	61 acres
2	Ellison Wilson Road	8.57 acres
3	Pirates Cove and six (6) adjacent parcels	17 acres

Although its most recent annexation attempt failed, the Village should continue its efforts toward annexation, and consider conducting a study to analyze property values, property taxes, population, and county zoning codes of the targeted unincorporated areas in order to craft a strategic plan for incremental annexation.



While squaring off North Palm Beach's boundaries and increasing the Village's taxbase would benefit the Village, a larger population would increase the demand for services such as:

- Solid Waste
- Potable Water
- Sanitary Sewer
- Parks and Recreation
- Police
- Fire Rescue
- Community Services
- Public Works

As a result, staffing levels in certain departments might need to be increased. For example, the Building Department/Zoning Department may need additional staff to process an increase in permit requests and additional code enforcement officers might be needed to enforce village ordinances on newly acquired property.





FINAL REMARKS

To continue to grow, the Village of North Palm Beach must expand its boundaries to include unincorporated properties. It is critical that any annexation initiative take into consideration the best interest of both the Village and the owners of the property to be annexed.

North Palm Beach's approach to annexation will be more beneficial for everyone if annexation, like any growth, is accomplished according to a well-conceived strategic annexation plan. Without a plan, the annexation of any property can lead to inadequate or inefficient delivery of services.

Palm Beach County has a primary leadership role to support eliminating unincorporated areas and promoting annexation. In 2001, Broward County adopted a policy that encouraged unincorporated areas be annexed into municipalities to improve services and support local governments.

To date, Palm Beach County residents have opposed annexation into the Village. However, the Village should continue to implement specific annexation strategies and policies that will protect the current residents' quality of life while providing services, staffing, and budgeting to accommodate new residents. Strategies for efficient and effective annexation include the following:

- Developing a strategic plan for annexation that includes a feasibility study;
- eliminating enclaves and pocket areas;
- coordinating with adjacent municipalities and the County; and,
- continue dialogue with the County to emphasize support to reduce unincorporated areas.

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Housing

Data and Analysis

Chapter 1: People and Places

Element 3



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DATA AND ANALYSIS

INTRODUCTION

The purpose of the Housing Element is to guide the preparation of plans and policies necessary to assure the availability of safe, sanitary, affordable, and otherwise adequate housing for the existing and future needs of the Village of North Palm Beach.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with all Elements of a Comprehensive Plan. Section 163.3177(f)1, Florida Statutes, requires a Comprehensive Plan to include, "*A housing element consisting of principles, guidelines, standards, and strategies to be followed in:*

a. *The provision of housing for all current and anticipated future residents of the jurisdiction.*
b. *The elimination of substandard dwelling conditions.*
c. *The structural and aesthetic improvement of existing housing.*
d. *The provision of adequate sites for future housing, including affordable workforce housing as defined in s.380.0651(1)(h), housing for low-income, very low-income, and moderate-income families, mobile homes, group home facilities and foster care facilities, with supporting infrastructure and public facilities. The element may include provisions that specifically address affordable housing for persons 60 years of age or older*."

This Element examines existing housing conditions and identifies projected demand for housing in North Palm Beach and provides an analysis of the internal and external factors affecting the Village's housing market. The Housing Element includes the following analyses:

1. Analysis of the Village's housing inventory and its characteristics based on information provided by the U.S. Census Bureau, the University of Florida's Shimberg Center, and the Village's own statistics, as appropriate;
2. Assessment of current built-out status and redevelopment trends as they relate to housing supply;
3. Analysis of the extent of housing need for anticipated populations and the replacement and maintenance of existing housing units;
4. Consideration of green housing strategies;
5. Analysis of the current challenges and trends related to housing.

Housing in North Palm Beach

The Village of North Palm Beach is a coastal community located in the southern portion of Florida's East Coast. According to US Census data, the Village's population increased from 12,015 residents in the year 2010, to 13,162 residents in the year 2020, an increase of 9.54%. In addition, the Census data indicates that the Village's housing inventory increased from 6,025 housing units in 2010, to 6,232 in 2020, resulting in an increase of 207 units (3.43%) during the same time period. North Palm Beach's population is projected to continue to rise into the year 2050. (See Table 1-2. Population Projection in the Future Land Use Element).

The real estate market has experienced rapid change over the past decade. The drastic increase in housing prices in the State of Florida is mirrored in North Palm Beach. The increase is similar to that seen during the housing bubble after the 2008 recession. Foreclosed properties are scarce, and many homes are being purchased by cash buyers despite the fact that demand is higher than supply. Housing affordability remains an issue for many North Palm Beach households.

Despite the volatile housing market, the Village's residential neighborhoods (low, medium, and high density) have been improving and consolidating. Residential land use represents 55.64% of the Village's jurisdiction. (See Table 1-14. Future Land Use Acreage in the Future Land Use Element).



EXISTING CONDITIONS

To effectively manage the Village's future development, it is necessary to have a clear understanding of existing housing conditions. This section presents an inventory of all housing-related data and examines the characteristics of existing housing in North Palm Beach as required by Chapter 163 of the Florida Statutes.

The following analysis is based on the 2010-2020 American Community Survey (ACS) 5-year estimates of the U.S. Census Bureau, which includes estimates based on a sample of households over a 5-year period. The data provided by the ACS allows an in-depth analysis of housing variables and trends. The following tables are organized in columns, each representing a 5-year period. In 2020, the US Census Bureau released its decennial Census data, providing additional information for assessing the Village's housing conditions and demographics. However, various datasets captured in the ACS are not necessarily identical to those in the decennial Census. The following analysis includes various datasets obtained from the US Census Bureau.

Occupancy and Tenure

As summarized in Table 3-1 below, the US Census Bureau's 2016-2020 American Community Survey indicated there were 8,251 total housing units in North Palm Beach, 75.5% of which units were occupied. While the number of housing units has increased since 2010, vacant units (seasonal, recreational, and occasionally used properties) decreased by a minimal 27 units from 2010 to 2020.

Table 3-1. Housing Occupancy

Housing Occupancy	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Total housing units	8,071	100.00%	8,251	100.00%
Occupied housing units	6,025	74.60%	6,232	75.50%

Housing Occupancy	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Vacant housing units	2,046	25.40%	2,019	24.50%
Homeowner Vacancy Rate	2.3	(x)	1.4	(x)
Rental Vacancy Rate	6.5	(x)	6.3	(x)

(X) The estimate or margin of error is not applicable or not available.

Source: U.S. Census Bureau. 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Table 3-2 indicates that between 2010 and 2020, the ratio of owner- and renter-occupied units in the Village has remained consistent.

Table 3-2. Housing Tenure

Housing Tenure	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Occupied housing units	6,025	100.00%	6,232	100.00%

Owner-occupied	4,728	78.50%	4,814	77.20%
Renter-occupied	1,297	21.50%	1,418	22.80%
Average household size of owner-occupied unit	2.08	(x)	2.08	(x)
Average household size of renter-occupied unit	1.8	(x)	2.15	(x)
(X) The estimate or margin of error is not applicable or not available.				

Source: U.S. Census Bureau. 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Type of Housing

Table 3-3 is based on data from the U.S. Census, American Community Survey (ACS). Reflecting the diversity of the Village's housing stock, as of 2020, 34.8% of all housing units in North Palm Beach were single-family detached, while 42.9% of units were in buildings that contained 20 or more units.

Table 3-3. Number of Units in Structure

Number of Units in Structure	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Total housing units	8,071	100.00%	8,251	100.00%
1-unit, detached	2,975	36.90%	2,873	34.80%
1-unit, attached	318	3.90%	256	3.10%
2 units	84	1.00%	135	1.60%
3 or 4 units	246	3.00%	276	3.30%
5 to 9 units	660	8.20%	404	4.90%
10 to 19 units	530	6.60%	758	9.20%
20 or more units	3,225	40.00%	3,540	42.90%
Mobile Home	33	0.40%	9	0.10%
Boat, RV, van, etc.	0	0.00%	0	0.00%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.







As summarized in Table 3-4, the largest portion of housing in North Palm Beach (2,420 units, 29.3%) was built between 1970 and 1979. Because of the age of these structures and those built prior to 1970, these sites are considered potential redevelopment opportunities for the housing market.

Housing units built prior to 1960 make up 15.3% of the Village's total housing units. These structures might have historical significance to the Village, so despite their age, they may not be considered for potential redevelopment. These homes provide historical significance due to the architectural, cultural, or social significance. Also, they set the identity of the Village and neighborhoods as a whole. However, due to the age of these properties, the structures are often required to comply with all building safety standards.

Although these residences may have historical significance, the inventory in the "Florida Master Site File" and "National Register of Historic Places," indicates that there is currently no historically significant housing within the Village.

Table 3-4. Year Structure Built

Year Structure Built	Village of North Palm Beach	
	Estimate	**Percent**
Total housing units (2020)	8,251	100.00%
Built 2014 or later	58	0.70%
Built 2010 to 2013	0	0.00%
Built 2000 to 2009	681	8.30%
Built 1990 to 1999	323	3.90%
Built 1980 to 1989	1,178	14.30%
Built 1970 to 1979	2,420	29.30%
Built 1960 to 1969	2,324	28.20%
Built 1950 to 1959	1,196	14.50%
Built 1940 to 1949	61	0.70%
Built 1939 or earlier	10	0.10%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Housing Cost and Affordability

A study by Harvard University found that "*Housing is most Americans' largest expense. Decent and affordable housing has a demonstrable impact on family stability and the life outcomes of children. Decent housing is an indispensable building block of healthy neighborhoods, and this shapes the quality of life…better housing can lead to better outcomes for individuals, communities, and American society as a whole. In short, housing matters."* [Bart Harvey, 2006, Joint Center for Housing Studies, Harvard University].

As in many areas within the State, housing costs and land values in North Palm Beach continue to increase while the housing supply remains limited. Based on the U.S. Census, 2016-2020 American Community Survey, 35.4% of the Village's housing supply is valued between $300,000 and $499,999 (see table 3-5). Between 2010 and 2020 this bracket increased from 1,497 to 1,704 units. The median value of owner-occupied housing in the Village was $345,300 in 2020.

The U.S. Census also indicates that 6.6% of the Village's owner-occupied units (318) are valued at $149,999 or less. Some of these units may be located in structures that were built in the 50s or 60s and may be considered for historical designation or potential redevelopment. However, these aging buildings are likely to incur steep assessments due to the need for major building upgrades required by recent legislation passed after the collapse of the Surfside Condominium.

Table 3-5. Housing Value

Housing Value	Village of North Palm Beach			
	2010		2020	
	(2006-2010)		(2016-2020)	
	Estimate	Percent	Estimate	Percent
Owner-occupied units	4,728	100.00%	4,814	100.00%
Less than $50,000	58	1.20%	33	0.70%

$50,000 to $99,999	171	3.60%	72	1.50%
$100,000 to $149,999	277	5.90%	213	4.40%
$150,000 to $199,999	488	10.30%	415	8.60%
$200,000 to $299,999	1,177	24.90%	1,146	23.80%
$300,000 to $499,999	1,497	31.70%	1,704	35.40%
$500,000 to $999,999	600	12.70%	971	20.20%
$1,000,000 or more	460	9.70%	260	5.40%
Median (dollars)	317,700	(x)	345,300	(x)

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Tables 3-6 and 3-7 present information regarding the mortgage status and gross rent for housing in North Palm Beach. Both tables indicate the number of units between 2010 and 2020 resulting from multiple redevelopment projects during that time. Most of the current housing supply is occupied by owners without a mortgage (51.7%). Most of these units were built between 1970 and 1979, and long-time residents will have typically paid off their mortgages.

Table 3-7 compares rental prices in North Palm Beach between 2010 and 2020 in terms of gross rent. According to the U.S. Census Bureau, 57.2% of the occupied units paying rent spend 35% or more than their household income on rent. This number has increased by 17.6% since 2010. Despite this increase, the information gathered from the U.S. Census indicates that rent in the Village is slightly lower than that of overall Palm Beach County.

Table 3-6. Mortgage Status

Mortgage Status	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Owner-occupied units	4,728	100.00%	4,814	100.00%
Housing units with a mortgage	2,569	54.30%	2,326	48.30%
Housing units without a mortgage	2,159	45.70%	2,488	51.70%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Table 3-7. Gross Rent as a Percentage of Household Income

Gross Rent	Village of North Palm Beach			
	2010 (2016-2020)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Occupied units paying rent (Excluding units where GRAPI cannot be computed)	1,216	100%	1,300	100.00 %

Less than 15.0 percent	234	19.20%	39	3.00%
15.0 to 19.9 percent	87	7.20%	159	12.20%
20.0 to 24.9 percent	133	10.90%	104	8.00%
25.0 to 29.9 percent	161	13.20%	147	11.30%
30.0 to 34.9 percent	120	9.90%	107	8.20%
35.0 percent or more	481	39.60%	744	57.20%
Not computed	81	(x)	118	(x)
Median (dollars)	1,131	(x)	1,552	(x)
No rent paid	81	(x)	108	(x)

(X) The estimate or margin of error is not applicable or not available.

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

According to the U. S. Department of Housing and Urban Development (HUD), households spending more than 30 percent of residents' income for housing costs are considered to be "cost burdened." Households spending more than 50 percent are considered to be "severely cost-burdened." Housing is generally considered to be affordable if the householders spend less than 30 percent of their income on housing costs.

Area median income — often referred to as simply AMI — is a key metric in the analysis of affordable housing. Area median income is defined as the midpoint of a specific area's income distribution; it is calculated on an annual basis by the Department of Housing and Urban Development (HUD). HUD refers to the figure as MFI, or median family income, based on a four-person household.

AMI is typically split into the following categories:

- Moderate to Middle Income (above 80% of AMI)
- Low Income (at or below 80% of AMI)
- Very Low Income (at or below 50% of AMI)
- Extremely Low Income (at or below 30% of AMI)

AMI encompasses a broad range of households likely experiencing distress because of housing costs. The portion of income taken up by housing costs is likely to limit the householders' ability to afford other necessities. Moreover, an AMI of 80% is the traditional measure of eligibility for programmatic housing assistance. For example, all beneficiaries of the federal public housing program and federal HOME program earn incomes below 80% AMI.

This need indicator serves as an approximation of the total number of households that would benefit from some type of housing assistance, particularly if homeless and migrant households are added. Such assistance includes the construction of new affordable housing units and the provision of subsidies to make existing units more affordable.

In addition to this summary level of information, a more detailed understanding of the presence of low-income and cost-burdened households can help local governments plan for and target assistance. The following supplemental tables provide this additional level of detail for North Palm Beach. Note, however, that the number does not include homeless individuals and families, as they are not included in household enumerations. It also does not include the many migrant farmworker households missed by Census counts.

As a summary indicator of local housing affordability, the Florida Housing Data Clearinghouse, Shimberg Center for Housing Studies, provides various data that indicates the cost burden by income for both renters and owner-occupied households.

Table 3-8 and 3-9 indicate the AMI based on household income and the housing cost burden percentage per AMI category. Table 3-8 indicates the cost burden for owners, while table 3-9 indicates the cost burden for renters. Because household income for owners and renters in North Palm Beach is relatively high, there is a minimal number of residents who are considered to be cost burdened.

Table 3-8. Cost Burden by Income in North Palm Beach (Owners)

Owner-Occupied Households, Cost Burden by Income, 2022				
		Housing Cost Burden		
Geography	**Household Income**	**30% or less**	**30.1-50%**	**More than 50%**
North Palm Beach	30% AMI or Less		47	163
North Palm Beach				
North Palm Beach	30.01-50% AMI	100	131	205
North Palm Beach	50.01-80% AMI	552	216	179
North Palm Beach	80.01-100% AMI	263	173	
North Palm Beach	Greater than 100% AMI	2718	209	41

Source: Florida Housing Data Clearinghouse. Shimberg Center for Housing Studies.

Table 3-9. Cost Burden by Income in North Palm Beach (Renters)

Renter Households, Cost Burden by Income, 2022				
		Housing Cost Burden		
Geography	**Household Income**	**30% or less**	**30.1-50%**	**More than 50%**
North Palm Beach	30% AMI or Less	31	10	61
North Palm Beach				
North Palm Beach	30.01-50% AMI	26	41	241
North Palm Beach	50.01-80% AMI	46	200	97
North Palm Beach	80.01-100% AMI	123	159	51
North Palm Beach	Greater than 100% AMI	358		

Source: Florida Housing Data Clearinghouse. Shimberg Center for Housing Studies.

Number of Bedrooms and Overcrowding

Table 3-10 indicates the number of bedrooms within each housing unit in North Palm Beach. The number of bedrooms per housing unit has generally remained the same, with minor fluctuations from 2010 to 2020.

The data in Table 3-11 indicates that Village households were not overcrowded between 2010 – 2020. The significantly higher number of retirees in North Palm Beach may account for the higher percentage of units with 1.00 or fewer occupants per room.

Table 3-10 Number of Bedrooms

Number of Bedrooms	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Total housing units	8,071	100.00%	8,251	100.00%
1 bedroom	16	0.20%	8	0.10%
2 bedrooms	109	1.40%	194	2.40%
3 bedrooms	672	8.30%	828	10.00%
4 bedrooms	2,787	34.50%	2,650	32.10%
5 bedrooms	1,546	19.20%	1,412	17.10%
6 or more bedrooms	2,941	36.40%	3,159	38.30%
Median Rooms	4.8	(x)	4.8	(x)
(X) The estimate or margin of error is not applicable or not available.				

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

Table 3-11 Occupants per Room and Overcrowding

Occupants per Room and Overcrowding	Village of North Palm Beach			
	2010 (2006-2010)		2020 (2016-2020)	
	Estimate	Percent	Estimate	Percent
Occupied housing units	6,025	100.00%	6,232	100.00%
1.00 or less	5,989	99.40%	6,187	99.30%
1.01 to 1.50	36	0.60%	37	0.60%
1.51 or more	0	0.00%	8	0.10%

Source: U.S. Census Bureau, 2006-2010 and 2016-2020 American Community Survey 5-Year Estimates.

TRENDS AND CHALLENGES

This section presents the trends and challenges facing the Village in terms of housing supply and demand. With approximately 27 acres (less than 2%) of vacant land within its existing corporate limits, the Village of North Palm Beach has almost reached "built out" status. This increases North Palm Beach's reliance on redevelopment or annexation of contiguous land for further growth. Please see the Annexation Element of this Plan for further details on the specific areas the Village is considering for annexation.

Due to the lack of available land, the trend in North Palm Beach has turned to the acquisition of properties for redevelopment or the replacement of existing structures with new and larger residences. The appeal of North Palm Beach's residential communities fuels the upward trend in property values.

Increased housing prices in North Palm Beach makes housing unaffordable for some. The Village's goal is to balance the need for affordable units with the existing housing supply while offering a variety of housing options.

Palm Beach County's Affordable Housing Needs Assessment analyzed housing data to illustrate and assess the intensity of housing challenges throughout the County. The Assessment concluded that affordable housing is an urgent issue which impacts how municipalities will be developed and redeveloped. The COVID-19 Pandemic had significant economic and social impacts on the County, specifically on housing affordability. Conditions that contribute to the urgency of the affordable housing crisis include:

- Increased rental cost
- Lower household income
- Increased demand for rental properties
- Lack of new affordable housing units

Single Family Residences

Residential land use accounts for approximately 967.39 acres or 55.64% of the Village, compared to 219.29 acres or 12.61% for commercial development. This land distribution is consistent with the predominantly residential character of the community. Approximately 39.38% of the Village's development is low-density residential.

With approximately 27 acres (less than 2%) of land vacant, North Palm has reached built-out status within its existing corporate limits. This increases North Palm Beach's reliance on redevelopment or annexation of contiguous land for further growth. Please see the Annexation Element of this Plan for further details regarding specific areas the Village is considering for annexation.

Aging Condominium Buildings

Some multi-family residential buildings in the Village are aging. For example, some of the buildings along Paradise Harbour Boulevard were constructed in the 1970s.

These condominium owners are facing increased assessments due to the need for major building upgrades required by recent legislation passed after the collapse of the Surfside condominium. These sites have potential for redevelopment or new structures. The Village's mix of housing types contributes to the strength of its housing market.

Energy Efficient Residential Structures

Energy efficient goals and green building standards should be considered for the design and construction of new residential development and redevelopment. Funding

opportunities such as the "PACE" program are available for residents and owners who wish to improve energy efficiency in their housing stock.

The State of Florida and private energy companies such as Florida Power & Light have incentives programs available for residents, businesses, governments, non-profits, schools, institutions, etc., to promote energy efficiency. The funds from such programs can be used to install energy efficient products such as photovoltaic cells, solar hot water heaters, solar pool heaters, and fuel cells. The incentives generally pay by kilowatt hour for installed products which will conserve electricity over the lifetime of the product. The Village supports these types of programs to assist residents and business owners to move toward a more sustainable future.

The Village may also consider the implementation of a Green Building ordinance to promote green building certification programs such as LEED, Florida Green Building Coalition (FGBC), and other programs for the development and redevelopment of energy-efficient buildings. Such an ordinance would include green building standards and less restrictive redevelopment regulations to support green design.

North Palm Beach Citizens' Master Plan

In 2016, the Village worked in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), now known as the Palm Beach Transportation Planning Agency (TPA), and the Treasure Coast Regional Planning Council (TCRPC), to develop a master plan for economic and community development. The objectives of the plan are to improve mobility, quality of life, and economic vitality of the Village's residents and business community. The Village Master Plan illustrates strategies for achieving those objectives and establishing goals and policies to implement the plan. A Market Analysis was conducted to identify the Village's future demand for residential and commercial development.

The Citizen's Master Plan highlights the following key recommendations:

- Redefine the US 1 corridor
- Improve Prosperity Farms Road
- Formulate Design Guidelines and create a Form-Based Code of Ordinances
- Prioritize Targeted Redevelopment Areas

The Master Plan also suggests multiple recommendations for providing residential rehabilitation programs. These programs assist homeowners with major or minor structural or aesthetic improvements to their properties. Home Ownership Programs like these provide supplemental funding through grants or loans to help potential

homebuyers. In addition to the homeowner programs, the plan references neighborhood beautification and landscaping programs that could be used to improve the overall look/feel of a neighborhood by providing cohesive landscaping, benches, lighting, and neighborhood signage. Neighborhood association programs could be supported by municipal staff or active community members to assist in the creation of beautification and landscaping programs.

Substandard Housing

Although, there is a need for housing, it is important that the housing stock provided is adequate and safe. According to National Center for Healthy Housing (NCHH), there are approximately six (6) million homes in the United States are considered substandard. Substandard housing conditions include lack of bathroom or kitchen facilities within a household, leaking roof, broken air conditioning, and outdated or faulty electrical systems. Residents cannot inhabit structures experiencing these unsafe living conditions.

It is important that the Village continue to strive to eliminate these substandard housing conditions or require them to meet the local building codes. Through code enforcement and permitting, the Village can continue to reduce the amount of substandard housing within North Palm Beach.

Housing Assistance Programs

Housing in Palm Beach County as well as other portions of the State continues to be an ongoing crisis for many. However, there are resources available to assist people in purchasing homes or even finding places to rent. Palm Beach County created a Housing Action Plan called “Housing for All.” The goal is the plan is to provide funding and financial resources that will be used to develop, rehabilitate, and preserve 20,000 units of workforce and affordable housing in Palm Beach County over the next decade. The plan emphasizes the need for an increase of workforce and affordable housing. With this plan as a blueprint, the County has created a vision for sustainable access to financially feasible and diverse housing options.

Furthermore, there are various non-for-Profit Organizations that continue to assist in decreasing the housing crisis. Habitat for Humanity is a global non-for-profit organization that works in more than 70 countries. The organization has helped more than 59 million people improve their living conditions since 1976. Habitat works with families, local communities, volunteers, and partners from around the world to provide safe and affordable homes. In Palm Beach County, the global brand has a local affiliate

named “Habitat for Humanity of Greater Palm Beach County”, which continues to provide housing for many residents.

Another housing assistance group within the Village of North Palm Beach is the NET Team (Neighborhood Enhancement Team). The NET team is a group of Village employees that work with volunteers and residents to ensure neighborhoods remain desirable places to live. NET team is comprised of members from the respective Village departments, who help residents with outreach plans for crime walks, neighborhood clean-ups, beautification projects. Also, they evaluate code violations that affect neighborhood quality of life.

Lastly, Florida Section 8 Housing is a program funded by the federal government that provides rental assistance to low-income individuals and families. Also known as the Housing Choice Voucher program, it allows participants to find and rent housing from private landlords with assistance from the government.

Special Needs

Like many other communities in South Florida, the Village has an aging population that is also in need of housing. The Village must inclusively provide housing options to accommodate this demographic. The Village has multiple nursing homes that serve the North Palm Beach area. Within the Village, there is the New Day Adult Care Center, which is a nonprofit mission of Faith Lutheran Church of North Palm Beach. New Day Adult Care Center enhances the lives of dependent adults and their caregivers by providing quality social, emotional, intellectual, spiritual, physical, and compassionate care in a community-based program.

Hibiscus Palace North Palm is a co-ed assisted living facility that provides care to seniors in need of assistance with the activities of daily living. The homes range in size from 6 to 14 beds. In addition to the North Palm Beach location, there are facilities in Lake Worth, Wellington, and Royal Palm Beach. These homes are specifically designed to meet the care and safety needs of our residents.

Palm Beach Memory Care is another assisted senior living facility in North Palm Beach. Palm Beach Memory Care offers The Pathways Programs that offers residents with Alzheimer’s and other types of dementia with a level of holistic care. The Pathways Program promotes maintains residents’ quality of life and provide them with the ability to connect with loved ones.

Along with assisted living and senior living, the Village has residential treatment facilities that provide outpatient treatment for those in need of drug and alcohol assistance. The

Good Life Treatment Center provides various paths to help patients with recovery and treatment. The goal is to build relationships with patients while fostering their wellness. The Village continues to provide housing for residents of all.

FINAL REMARKS

Based on the present analysis, the Village should continue to implement specific strategies and policies to encourage and promote diverse hosing types and sustainable development patterns, as follows:

- With regard to housing diversity and sustainability, the Village shall promote infill development, redevelopment, and flexible zoning regulations, and designate adequate sites and appropriate land use designations to ensure a diverse housing stock for all its residents.
- The Village shall continue to support neighborhood enhancement projects. Mixed-use zoning will be promoted to provide the flexibility necessary to stabilize and revitalize older neighborhoods while protecting those neighborhoods from incompatible uses and encouraging compatibility through context-sensitive building and site design.
- The Village shall continue to promote resource conservation programs and energy-efficient construction. Proximity of residential units to transit services and pedestrian and bicycle interconnectivity shall be emphasized. Furthermore, the Village shall consider providing development incentives for projects that meet or exceed the Green Building standards.
- The Village prides itself on quality of life for its residents, consider preparing neighborhood plans to heighten this goal by protecting and enhancing the neighborhood identity. Considerations for improvement might include walkability (sidewalks, access to parks and open spaces), lighting, infrastructure, landscaping, tree plantings, and other elements.

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Efficient & Well-Maintained Infrastructure

Transportation
Capital Improvement
Infrastructure

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Transportation

Data and Analysis

Chapter 2: Efficient and Well-Maintained Infrastructure Element 4



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DATA AND ANALYSIS

INTRODUCTION

The Village of North Palm Beach is committed to providing a safe and efficient transportation network while maintaining the Village's character and economic viability. The purpose of the transportation element is to analyze the Village's existing transportation-related issues and prepare to mitigate future transportation challenges. This chapter examines existing conditions, identifies trends and future transportation challenges, and provides specific recommendations to address them.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with the Village's Comprehensive Plan.

This document provides the relevant data, inventory, and analysis of transportation conditions to support the Goals, Objectives, and Policies in the Transportation Element of the Village's Comprehensive Plan, as required by Florida Statutes (FS) 163.3177(1)(f).

EXISTING CONDITIONS

Jurisdiction

Jurisdiction refers to the "ownership" of, and responsibility for maintenance of each roadway. For example, the Florida Department of Transportation (FDOT) controls access to, and is responsible for, maintaining roadways within its jurisdiction. Palm Beach County and the Village have similar responsibilities for roads within their jurisdictions. It should be noted that the Village has the authority to establish the Level of Service standards for all roads within the Village, regardless of jurisdiction. In addition, jurisdiction can be transferred amongst FDOT, Palm Beach County, and the Village upon agreement by the affected entities.

Roadways

North Palm Beach is served by a network of state, county, and local roads which range from six-lane thoroughfares like Northlake Boulevard and U.S. Highway 1 to two-lane local neighborhood streets. Table TE-1 summarizes the number of lanes, functional classification, jurisdiction, and Level of Service (LOS) for the Village's roadways. This information is also illustrated in the Number of Lanes Map and the Functional Classification Map as listed in the Required Map Series in the Village's Comprehensive Plan.

Table TE-1. North Palm Beach Thoroughfare Roadways

North Palm Beach Roadways – LOS, No. of Lanes, Functional Classification				
Roadway	**LOS**	**Roadway Type**	**Jurisdiction**	**No. of Lanes**
County Road A-1-A	D/D	Urban Major Collector	FDOT	2/4 Lanes
Prosperity Farms Road	D/D	Urban Major Collector	County	2 Lanes
Lighthouse Drive	D/D	Urban Minor Collector	Village	4 Lanes
U.S. Highway 1	D/D	Urban Minor Arterial	FDOT	6 lanes
Northlake Boulevard	D/D	Urban Other Principal Arterial	FDOT	6 lanes
Alternate A-1-A	D/D	Urban Major Collector	FDOT	4 Lanes

LOS for capital road facilities means the average annual daily/peak hour trips (ADT), consistent with the Florida Department of Transportation's and Palm Beach County's minimum acceptable operating standards. Table TE-2 indicates the Level of Service and peak-hour trips on the Village's roadways.

Table TE-2. North Palm Beach Peak LOS and Peak Hours

Lanes/Type	ADT	Peak-Hour 2-Way	Peak Season, Peak-hour, Peak Direction	
			Class I	Class II
2/undivided	15,200	1,480	880	810
2/one-way	19,900	-	2,350	2,120
3/two-way	15,200	1,480	880	810
3/one-way	30,200	-	3,530	3,220
4/undivided	31,500	3,060	1,860	1,680
4/divided	33,200	3,220	1,960	1,770
5/two-way	33,200	3,220	1,960	1,770
6/Divided	50,300	4,880	2,940	2,680

Source: Table 12.B.2.C-1 1A – LOS D Link Service Volumes Palm Beach County ULDC

The Transportation System

The transportation system includes roadways, public transit, bikeways, pedestrian ways, waterways, railways, recreational traffic, and intermodal facilities.

Roadway Network

The roadway network consists of roadway segments or links, road intersections, bridges, rights-of-way, signalization, signage, roadway amenities, and significant parking facilities. The Roadway Network subsection also presents safety-related data.

Segments

A roadway segment or link is a portion of a roadway defined for the purpose of traffic analysis. The segment origination and termination points are typically signalized intersections or the point where the number of lanes in a roadway changes. Segments can be classified by lanes and functions.

Number of Lanes

A map depicting the roadways used to achieve the Village's mobility goals and the number of lanes for each is provided as part of the Required Map Series of the Village's Comprehensive Plan.

Functional Classification

All roadways within North Palm Beach are assigned a Functional Classification by the Florida Department of Transportation, the Transportation Planning Agency (TPA), and the Federal Highway Administration. Functional classification is the grouping into categories based on the character of service each road provides. The functional classification designation is reviewed at least once every ten (10) years following the decennial Census. Table TE-3 indicates the five functional classification categories common to all roadways.

Table TE-3. Federal Functional Classification System for Roadways

Federal Functional Classification System
Urban
Principal Arterial
Minor Arterial
Collector
Local

Source: Highway Functional Classification Concepts, Criteria and Procedures, Federal Highway Administration.

When assigning the function of a road, the U.S. Department of Transportation (US DOT) considers a road's trip capacity in relation to the total public roadway network's requirements. A road is classified based upon its most significant trip purpose; however, a road may serve more than one significant trip purpose.

The federal functional classification system recognizes twelve (12) significant trip purposes. Table TE-4 lists the significant trip purposes related to each functional classification. Arterial roadways are classified as either principal or minor.

Table TE-4. Functional Classification by Trip Purpose

Functional Classification by Trip Purpose	
Trip Purpose	Functional Classification
Travel to and through urbanized areas	Arterial
Travel to and through small urban areas	Arterial
National defense	Arterial
Interstate and regional commerce	Arterial
Access to airports, seaports, and major rail terminals or intermodal facilities	Arterial
Access to major public facilities	Arterial
Interconnection of major thoroughfares	Collector
Access to minor public facilities	Collector
Interconnection of minor thoroughfares	Collector
Access to concentrated land use areas	Collector
Access to diffuse land use areas	Collector
Travel between home, work, entertainment, and shopping destinations and nearest road on the primary network composed of arterial and collector roads	Local

A roadway serving only one defined purpose is classified as a minor arterial, while one serving more than a single defined purpose is classified as a principal arterial road. All limited access highways and roads that connect urbanized areas are considered to serve several trip purposes, and thus are classified as principal arterial roads. A collector road's purpose is to provide access to minor public facilities, cross-connection between roads, access to concentrated land use areas, and access to diffuse land use areas.

Source: FDOT 2023 Multimodal Quality/LOS Handbook



Figure 6: FDOT Context Classification

Intersections and Interchanges

An intersection is defined as the general area where two or more roadways join or cross at grade, including the roadway and roadside facilities for traffic movements within the intersection. An intersection is an important part of the roadway network because its design influences the efficiency, safety, speed, cost of operation, and capacity of roadways. Interchanges are designed to permit traffic to move freely from one road to another without crossing another line of traffic. North Palm Beach does not include any interchanges since I-95 and the Turnpike are outside the Village's municipal boundaries. As defined by FDOT, interchanges are system of interconnecting roadways in conjunction with one or more grade separations, providing for the interchange of traffic between two or more roadways or highways on different levels.

Right-of-Way

The major cost for transportation improvement projects involves right-of-way issues; therefore, the acquisition of the needed land should be planned far in advance of the scheduled construction date. Although many rights-of-way are owned and maintained by the Village, there are also various state- and county-owned roads that require coordination with FDOT and Palm Beach County for maintenance and construction.

Alleyways

North Palm Beach has various alleys along US Highway 1. These alleyways are used to service businesses along the US-1 corridor and allow residents to traverse the community without utilizing US Highway 1. Recently, North Palm Beach instituted a project for the repair of the west alleyway pavement utilizing full depth reclamation; this upgrade restarted the service life of the alleyway. The contract for repair of this alley was awarded in January 2021, and final payment was issued in October 2021. The wall in the Village's east alleyway is currently in disrepair. In March 2024, the Village entered into a design agreement with Engenuity Group, Inc., to prepare plans for replacing the east alleyway wall. After the wall is replaced, the Village will assess the need for roadway pavement repair or rehabilitation of the east alleyway.

Signalization

Signalization is an important component of a roadway system. It controls the volume and flow of traffic passing through a particular intersection. For isolated (that is, non-system or uncoordinated) operation, the signal type indicates a traffic signal's cycle length, phase plan, and phase times.

There are currently two types of signals in use: actuated signals and semi-actuated signals. Intersections with actuated signals have vehicle detectors for all approaches. Each phase is subject to a minimum and maximum green time and some phases may be "skipped" if no vehicle demand is detected. Semi-actuated signals only have detectors

located on minor streets. The signal is set such that the green is always on the major street unless a vehicle is detected on the minor street. The pre-timed signal has a preset sequence of phases in repetitive order. Each phase has a fixed green time and change interval that is repeated in each cycle.

Safety



Vehicles today have more and better safety features than ever before. Technological advancements have improved braking, stability, and collision avoidance. However, accidents still occur, especially on major throughfares.

Table TE-5 shows the frequency of pedestrian and bicycle accidents within the Village limits over the last five years. The data indicates that pedestrian and bicycle safety measures along Northlake Boulevard, Prosperity Farms Road, and US-1 should be considered. Northlake Boulevard currently accommodates pedestrian traffic, but not for bicyclists. Prosperity Farms Road, the major bicycle route through the Village, and U.S. Highway 1 currently have accommodations for both pedestrians and bicyclists. However, the Village of North Palm Beach does not own either of these roadways. To ensure the safety of North Palm Beach residents, the Village should coordinate with the State and County to implement buffered bicycle lanes for both of these thoroughfares.

Table TE-5 – Frequency of Pedestrian and Bicycle Incidents

Roadway	Pedestrians	Bicyclists	Fatal or Incapacitating Injury
Northlake Boulevard	8	5	1 Fatal & 2 Incapacitating (Pedestrian) 2 Incapacitating (Bicycle)
Lighthouse Dr	1	2	1 Incapacitating (Pedestrian)
Burns Road	1	0	None
RCA Boulevard	0	3	None
Alt A1A	2	3	1 Incapacitating (Pedestrian)
Prosperity Farms Rd	5	7	2 Incapacitating (Pedestrian) 2 Incapacitating (Bicycle)
US-1	4	4	1 Incapacitating (Pedestrian) 2 Incapacitating (Bicycle)
Total	21	24	

Table TE-6 shows the frequency of vehicular accidents within Village limits over the past five years. Northlake Boulevard and US-1 are the most traveled Village thoroughfares and therefore experience the most vehicle incidents. The two fatalities on US-1 did not occur at intersections.

Table TE-6 – Frequency of Vehicular Incidents

Roadway	Intersecting Roadway	Incidents	Fatal or Incapacitating Injury
Northlake Boulevard	Alt A1A (10th St)	149	2 Incapacitating
Northlake Boulevard	Prosperity Farms Rd	97	1 Incapacitating
Northlake Boulevard	Flagler Boulevard	35	2 Incapacitating
Northlake Boulevard	Southwind Dr	37	1 Incapacitating
Northlake Boulevard	US-1	78	4 Incapacitating
Lighthouse Dr	Prosperity Farms Rd	19	1 Incapacitating
Lighthouse Dr	Anchorage Dr	9	None
Lighthouse Dr	US-1	20	None
Prosperity Farms Rd	Burns Rd	34	None
Prosperity Farms Rd	RCA Boulevard	21	None
US-1	Golfview Rd	38	1 Incapacitating
US-1	Yacht Club Dr	13	1 Incapacitating
US-1	Anchorage Dr N	26	None
US-1	Anchorage Dr S	13	1 Incapacitating
US-1	Palmetto Rd	45	2 Incapacitating
US-1	N/A	-	2 Fatal

The Village should consider implementing traffic calming design elements into its roadway system to diminish the number and severity of accidents within its borders. Traffic calming design elements minimize the necessity for modification of existing roads or lowering speed limits, while maximizing the safety of drivers, cyclists, and pedestrian traffic.

One or more of the following traffic calming elements can be used to reduce potential roadway accidents:

- narrower travel lane width
- fewer number of travel lanes
- on-street parking
- street trees to visually narrow roadway
- modern roundabouts
- mini circles

- medians
- curb extensions, chokers, and bulb-outs
- raised/textured crosswalks
- raised pedestrian tables
- bike lanes
- small radii at corners

The National Association of City Transportation Officials (NACTO) provides several publications to help establish cities as places for people with safe, sustainable, accessible, and equitable transportation choices.

Parking

There are no public parking lots in the Village of North Palm Beach. Residential and commercial development must include adequate on-site and/or on-street parking for Village Council approval.

Level of Service

Level of Service (LOS) is a quantitative stratification of quality of service established in the Highway Capacity Manual, published by Transportation Research Board. The LOS quality of service is divided into six letter grades, A through F, with A being the best and F being the worst. It is important to note that LOS for urban roadways that are controlled by signals is based on average travel speeds over a distance of 0.5 to 2 miles. Table TE-7 summarizes the LOS for roadways based on the speed limit of the roadway.

Table TE-7. Roadway Level of Service Thresholds

Speed Limit	Average Travel Speed for 0.5 to 2 miles			
	LOS C	LOS D	LOS E	LOS F
40 MPH or Higher	>23 MPH	>18 MPH	>15 MPH	≤15 MPH
35 MPH or Slower	>17 MPH	>13 MPH	>10 MPH	≤10 MPH

Source: FDOT 2023 Multimodal Quality/LOS Handbook Alternative Modes of Transportation

The surge in demand for roadway infrastructure has created significant pressure on transportation systems in numerous cities. Urban traffic congestion stands out as a primary concern for many communities across the United States, including the Village of North Palm Beach. In response to this growing need, cities are increasingly adopting interconnected multimodal transportation networks. These networks aim to distribute trips across various transportation modes, thereby alleviating strain on the roadway network.

One of the Objectives of the Village's Comprehensive Plan is the development of a multimodal transportation system. In North Palm Beach, these modes include walking, bicycling, automobile, and public transit. Public transit includes scheduled bus transit (Palm Tran) and commuter rail service (Tri Rail) which extends from the Mangonia Park station to the Miami Airport.

Per the 2022 U.S. Census Bureau ACS, it is estimated that the majority of residents in North Palm Beach and surrounding municipalities drive to work alone. In North Palm Beach approximately 6 percent of residents carpool to work, 2 percent walk to work, 1.3 percent bike to work, and 1.5 percent use other modes of transportation. A comparison of North Palm Beach's commuting patterns to nearby municipalities is illustrated in Table TE-8.

Table TE-8. Journey to Work Data – North Palm Beach and Surrounding Jurisdictions

Modal Split	North Palm Beach	Palm Beach Gardens	Juno Beach	Lake Park
Drive Alone	72%	73%	52.5%	79.8%
Carpool	6%	7.5%	8.1%	10.2%
Public Transportation	0.17%	0.35%	0%	0%
Walk	2%	0.81%	0%	0.76%
Bike	1.3%	0.71%	0%	0%
Other Means	1.5%	0.12%	0%	0%
Worked From Home	17%	16.2%	38.4%	7.7%

Source: US Census American Community Survey 2022

As is evident from Table TE-8, commuting patterns in North Palm Beach justify a focus on alternatives to single-occupant vehicles; hence, the need for multimodal transit systems within the Village. It should be noted that a number of transit rider's bicycle to the transit stop from their trip origin or destination.

The following sections examine the current state of bicycle and pedestrian traffic as well as public transportation in the Village of North Palm Beach. The Village of North Palm Beach and the City of Palm Beach Gardens have similar statistics relating to multi-modal transit. By comparison, Juno Beach has a higher percentage of residents who work from home and fewer residents that drive their cars alone to work.

Bicycle and Pedestrian Facilities

North Palm Beach has a significant number of residents who bicycle to community destinations, shopping, and recreational facilities. Despite its relatively small size, the Village supports two nearby bicycle shops: Lake Park Bicycles and Trek Bike Shop.

Bicycle facilities consist of paved shoulders, bicycle lanes, sharrows (roads striped to indicate a shared lane environment for bicycles and automobiles), and trails. Pedestrian facilities consist of sidewalks, buffered sidewalks, and trails.

The TPA prioritizes safety for all roadway users, including pedestrians and bicyclists. Bike lanes are present along Prosperity Farms Road, northbound and southbound from Northlake Boulevard to Canal Road. The existing bike lanes, shared paths, and buffered sidewalks within the Village can be seen in Bicycle and Pedestrian Sidewalks Map of the Optional Map Series of this Plan.





Transit

Palm Tran provides service within the Village along US Hwy. 1, Northlake Boulevard, and Prosperity Farms Road. As indicated in Table TE-9, Palm Beach Gardens has a higher rate of Palm Tran ridership than North Palm Beach, and North Palm Beach has a higher ridership than other surrounding municipalities. Approximately 0.17% of North Palm Beach residents use Palm Tran to get to and from work.

Palm Tran currently serves North Palm Beach with the following routes:

Table TE-9 – Palm Tran Routes Through North Palm Beach

Route	Service Area
1	US-1
21	Prosperity Farms Road and Northlake Blvd

Evacuation

There are various canals within North Palm Beach, and its close proximity to the Intracoastal Waterway and the Atlantic Ocean make it susceptible to potential flooding. Florida's hurricane season begins in June and runs through November. It is imperative that the Village maintain its emergency evacuation plan with specified evacuation routes. The Evacuation Routes Map of the Optional Map Series of this Plan indicates evacuation routes within the Village.

Bridges

Lighthouse Drive Bridge

The Lighthouse Bridge is owned by the Village. The subject bridge was built in 1958 and has a structure ID No. of 936550. It is located on Lighthouse Drive, approximately 0.3 miles east of Prosperity Farms Road. However, FDOT's bridge inspection service has designated it as "functionally obsolete." The existing two-lane bridge has a sidewalk with an aluminum handrail on the south side. Non-standard concrete bridge railings are located north and south of its travel lanes. Improvements to the bridge have been authorized and the proposed design will accommodate a similar 2-lane typical section with inclusion of sidewalks and bike lanes.

Parker (US Highway 1) Bridge

US Highway 1 crosses the Intracoastal Waterway (ICWW) via the Village's Parker Bridge (Bridge No. 930004). Parker Bridge is a double leaf bascule bridge with independent moveable spans for northbound and southbound traffic. It is located at the northeastern edge of the Village, just north of the North Palm Beach Country Club. The inside lanes of the four-lane bridge are 11-foot wide; outside lanes are 12-foot wide. It has a 10-foot-wide concrete median, and barrier-separated 5-foot sidewalks on each side of the roadway. In the closed position, the bridge provides a horizontal channel clearance of 90-feet and a vertical clearance of approximately 25-feet at high tide. Per the U.S. Coast Guard's website, the bridge opens regularly on the quarter- and three-quarter hour, *as needed,* seven days a week.

The Parker bridge is owned and maintained by the Florida Department of Transportation (FDOT), District 4. It was constructed in 1956 and underwent significant widening and reconstruction in 2010. Historical imagery confirms that the 2010 reconstruction involved the overall widening of the bridge to add barrier-separated sidewalks; the approach spans were also widened. A new tender house was built and decorative pedestrian railing, and decorative lighting were added. All four steel bascule leaves were completely replaced. The structural, mechanical, and electrical systems of the upgraded bridge are in good working order. Routine inspections are done on a yearly basis to verify that all components are in safe working condition.

Overhead signals and swing arm gates at either end of the bridge alert drivers and pedestrians when the bridge is in an open position. The swing arm gates prohibit vehicles, bicyclists, and pedestrians from entering the bridge. Despite these countermeasures, pedestrian fatalities at bascule bridges occur each year. As part of FDOT's Target Zero initiative, the agency is investigating systems that can be installed on bascule spans to scan for the presence of pedestrians and bicyclists and prevent the bridge from opening if detected, or alerting the bridge tender, who could then take

appropriate actions. It is unknown at this time if FDOT will install a system of this type on the Parker (US-1) Bridge.



The Intracoastal Waterway is a heavily travelled commercial and industrial waterway. Vehicular and pedestrian traffic movements must stop when a moveable bridge is opened for vessel passage. A fixed-span bridge at this location would likely require a navigational vertical clearance at high tide of approximately 65-feet. Approximately 1,000 feet of bridge length on either side navigational span would be needed to achieve the necessary grade separation, which would impact traffic at the Lakeshore Drive intersection to the north and restrict access from northbound US-1 to/from the Marina Bay Condominium development. A fixed-span bridge would likely face opposition from mariners with large vessels who currently have unlimited vertical clearance all the way to the Ernest Lyons Bridge in Stuart, Florida via double-leaf bridges.

Earman River Bridge

Since the collapse of a portion of the Earman River bridge in 2017, the Florida Department of Transportation (FDOT) has been working on plans to reconstruct the bridge on U.S. 1. The Village has been urging FDOT to include pedestrian amenities and architectural features on the bridge to enhance the appearance of its “front door” and to improve pedestrian and bicyclist access.

The Village Council has been reviewing design elements for improving pedestrian amenities such as lighting, landscaping, bench design and placement, garbage can design and placement, proposed overhead trellis design, the design of railing, color schemes, and the width of a combined sidewalk/bike path, which currently is contemplated to be 11 feet, 4 inches wide. These sidewalk paths would be constructed on both sides of the bridge and would provide pedestrians with enhanced views of the waterway below.

The Village is working collaboratively with FDOT to determine the final design. FDOT will provide most of the funding for construction costs and will oversee the entire rebuild project. The Village will contribute funding for some of the pedestrian amenities and is investigating available grants for this project as well.

FDOT is planning to raise the bridge approximately 18 inches above the current height, which would allow passage of bigger boats on the Earman. As part of the redesign, the Village Council considered a proposal to build a boardwalk under the bridge to allow

pedestrians to cross beneath the roadway; however, it was decided that a boardwalk would be too costly.

Reconstruction will include a second right turn lane on the southbound section of U.S. 1 between the bridge and Northlake Boulevard to facilitate western-turning traffic.

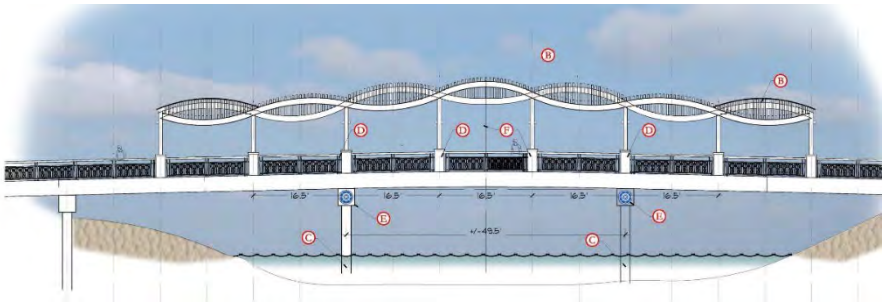
FDOT plans to build the bridge to accommodate three lanes in each direction, regardless of whether or not the Village moves forward with a proposal to repurpose the outer lanes on U.S. 1 from Anchorage Drive South to Anchorage Drive North. The portion of U.S. 1 south of Northlake Boulevard, will retain its two-lanes configuration in each direction.

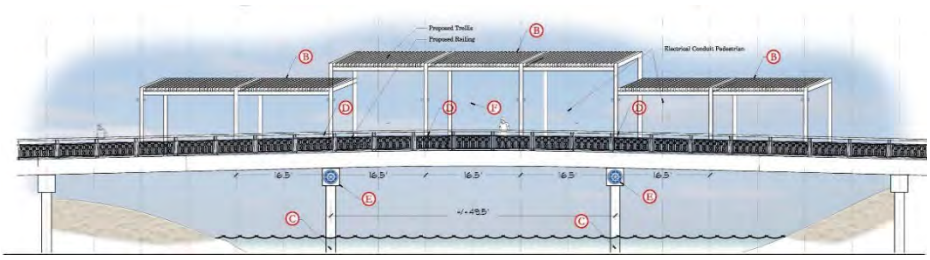
Because additional engineering work is still needed, the final bridge design has yet to be determined. Construction of the new bridge is expected to start in 2025.

Prosperity Farms Bridge

Palm Beach County owns the bridge that crosses the Earman River on Prosperity Farms Road. Palm Beach County intends to replace the bridge utilizing funds from the Infrastructure Surtax Initiatives approved in 2016 by Palm Beach County voters. The Village continues to coordinate with the County to design a bridge that would create a memorable entryway into the Village, as well as attractive outdoor public space for local enjoyment. The future redesign must be consistent with the Village's Citizens' Master Plan (adopted by the Village Council in 2016).

Although the County's plans are incomplete, it is anticipated the new bridge will be elevated at least 18 inches (to facilitate boat traffic), and that sidewalks will be significantly wider than they are now. The illustrations below show two possible design styles for the bridge.





TRENDS AND CHALLENGES

Redevelopment Trends

Redevelopment produces both positive and negative effects.

Currently, the Village is preparing for commercial and residential redevelopment. Recently, the Village received an application for a project called "Village Place" which would occupy the former "Twin Cities Mall" property. The subject property is located in two municipalities, the Town of Lake Park and Village of North Palm Beach. This project proposes to redevelop the existing 13.155-acre site to include a mixture of commercial, residential, and civic uses which will significantly increase traffic on the Village's and neighboring communities' existing roadways.

The proposed development is divided as follows:

- Parcel 1 = 2.70-acres (Max Height – 14 stories)
- Parcel 2 = 5.27-acres (Max Height – 14 Stories)
- Parcel 3 = 1.34-acres (Max Height – 9 Stories)
- Parcel 4 = 1.61-acres (Max Height – 9 Stories)
- Civic Open Space = 1.08-acres
- Road R.O.W. = 1.155-acres

The development has an estimated population increase of 2,236 people, the four (4) proposed parcels will consist of 947 multi-family dwelling units, 206 age restricted multi-family dwelling units, 222-room hotel, 131,100 sf retail, 9,790 sf pharmacy, 5,000 sf bank, 3,028 sf fast food and gas station with convenience store. The development proposes a maximum Floor Area Ratio ("FAR") of 2.75 as depicted below:

- .229 - Retail/Commercial/Public Service
- 1.596 - Apartments
- .347 – Senior Living
- .344 – Condominiums
- .234 – Hotel

Total: 2.75 (MAX) = 1,575,851 sf

Although, the proposed development qualified for the Coastal Residential Exception (CRE), the applicant created and submitted a traffic impact statement, which was created by Simmons & White. The report was conducted in 2023 and provided data related to traffic generation, existing traffic, trip distribution, and several other analyses. The below Table TE-10 (Table 7 from Traffic Impact Statement) indicates the trip generation of the existing development, proposed development, and overall

increase. According to the table, the proposed development will increase the daily trips by 5,484.

Table TE-10: Trip Generation for Village Place

	DAILY	AM PEAK HOUR			PM PEAK HOUR		
		TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING DEVELOPMENT =	7,366	303	171	132	597	296	301
PROPOSED DEVELOPMENT =	12,850	728	288	440	1,048	565	483
INCREASE =	**5,484**	**425**	**117**	**308**	**451**	**269**	**182**

Also, the impact statement must be provided to Palm Beach County Traffic Division for review. Following the impact statement, the County provided the applicant with their Traffic Performance Standards (TPS) review letter.

Construction in neighboring municipalities and by other governmental entities also affects North Palm Beach's traffic system. Palm Beach County has approved a project that will extend Congress Avenue from Park Lane to the Richard Road/ Alternate A1A intersection. The extension will reduce the number of lanes at the intersection from 4 to 2 lanes with a proportionate reduction in rights-of-way. In addition, the proposed project will extend Congress Avenue from Northlake Boulevard to Avocado Lane and will include the construction of 2 new lanes of roadway, a closed drainage system, shoulders, and sidewalks.

Schools

North Palm Beach includes two (2) schools within its boundaries: the Conservatory School and the Benjamin School. It is important that schools have efficient and effective dismissal and drop-off plans to control congestion caused by school buses, additional vehicles, pedestrians, and bicyclists to ensure the safety of students and minimize traffic disruption.

Complete Streets

"Complete Streets" is a nationally recognized program referring to streets and sidewalks that are designed, operated, and maintained to enable safe and convenient access and travel for people of all ages and abilities: pedestrians, bicyclists, transit riders, and freight and motor vehicle drivers. Complete Streets initiatives are a natural complement to communities' sustainability efforts, ensuring benefits for mobility, community, and the environment.

A lane reduction/elimination program also known as a "road diet," is a process wherein the average daily trips and the predicted daily trips on specific roadways are calculated to determine whether or not the existing number of traveling lanes and widths are

effective. Streets that have undergone road diets have proven to be safer while increasing pedestrian travel and connectivity.

For example, in 2017, the Village of Tequesta (a neighbor of the Village of North Palm Beach) applied Complete Streets principals to reconfigure a 1.4-mile stretch of US Highway 1 connecting Beach Road and County Line Road. The reconfiguration included closing the outside northbound and southbound lanes, reducing the roadway to two lanes each direction. Existing turn lanes were widened, buffered bike lanes were added, and patterned pavement crosswalks constructed. In addition, the road was milled and resurfaced, sidewalks were widened and replaced, and lighting in the area was improved.

Characteristics of Complete Streets

Complete streets are streets that are designed to accommodate all users of a roadway: pedestrians, bicyclists, motorists, and transit riders. Each Complete Street is unique and is designed to respond to the needs of a specific community. However, some common Complete Street elements may include sidewalks (with adequate lighting and width), bike lanes (or wide paved shoulders), public transportation, pedestrian refuge islands, road diets, bulb-outs, streetscapes, on-street parking, buildings framing the street, crosswalk signage, and various forms of landscaping.



Complete Street Concept Rendering Example

Complete Streets initiatives should be designed for a specific area. For example, sidewalks in South Florida should be landscaped to provide shade for pedestrians. The Village could implement the following complete streets initiatives to promote safety and a diversity of transportation modes:

- *Pedestrian infrastructure* such as sidewalks, traditional and raised crosswalks, median crossing islands that are compliant with the Americans with Disabilities Act (ADA), audible crossing cues for people with limited vision, pushbuttons reachable by people in wheelchairs, curb cuts, and curb extensions.

- *Traffic calming measures* that lower speeds and define the edges of automobile travel lanes, including road diet measures; center medians; shorter curb corner radii; elimination of free-flow right-turn lanes; angled, face-out parking; street trees; planter strips; and ground cover.
- *Bicycle accommodations*, such as protected or dedicated bicycle lanes, neighborhood greenways, wide paved shoulders, and bicycle parking.
- *Public transit accommodations*, such as Bus Rapid Transit (BRT), bus pullouts, transit signal priority, bus shelters, and dedicated bus lanes
- *Roundabouts* to decrease the number of vehicle crashes and provide safer crossing for pedestrians.

Table TE-11 below summarizes some common elements of complete streets:

Table TE-11. Common Elements of Complete Streets

Common Elements of Complete Streets	
Bike Lanes	Pedestrian Hybrid Beacon
Buffered Bike Lanes	Curb Extensions/Bulb-outs
Neighborhood Greenway	Median Islands/Refuges
Multi-Use Trails/Shared Use Paths	Lighting
Cycle Tracks	On-Street Parking
Good Sidewalk Design	Shading/Trees
Crosswalks	Bus Shelters
Interactive Flashing Beacon	Road Diets

Micro-Transit

The Village supports accommodating micro-transit modes such as street-legal golf carts and circuit vehicles.

In 2021, the Village adopted Ordinance 2021-06 which included regulations for the operation of golf carts in North Palm Beach's rights-of-way. Per the Ordinance, golf carts with speeds that do not exceed twenty (20) miles per hour can operate on Village streets, alleys, and in parking areas that are open to the public. Furthermore, golf carts are permitted on the roadway portions of all village streets and alleys unless prohibited by a traffic control device; however, they are not permitted in village parks. Lastly, golf carts are prohibited on any county road or state highway, unless permission or consent from the appropriate agency has been obtained.

In many metropolitan areas, electric scooters (e-scooters) and electric bicycles (e-bikes) are increasingly being used especially by the younger population for commuting around downtowns and central business districts. This form of micro-mobility reduces

congestion, improves air quality and health, and provides a fun and inexpensive mode of transportation.

However, the introduction of these new forms of micro-mobility has been accompanied by an increase in crashes and serious injuries. Education in the safe use of micro-modal vehicles is paramount. The Village shall study the proper venue for e-scooter use.

Ride Sharing

For decades, taxicabs were the only automobile-sharing option in many metropolitan areas. While taxicabs are still prevalent, over the past decade the introduction of dynamic ride sharing companies such as Lyft and Uber are competing for automobile-sharing customers. These companies provide a less-expensive alternative to taxicab use and are more convenient than mass transit.

Electric Vehicles

Local governments are seeking solutions to current power challenges and evaluating the technological changes necessary to conserve resources, increase resiliency, and to reduce their contribution to global climate change.

In 1886, a German mechanical engineer, Karl Benz, received the first patent for a gas-fueled car (DRP No. 37435). Until recently, gas-powered cars dominated the automobile industry. Tesla's introduction of electric vehicles has challenged that dominance and major automobile companies have begun manufacturing electric powered vehicles (EVs). Unlike the conventional gas engine, electric vehicles cost less to operate, are subject to government funding/incentives, provide a better driving experience, and reduce noise and air pollution.

An increase in EV infrastructure coupled with the use of multi-modal vehicles will hasten the shift from gas-dependent vehicles to environmentally friendly alternatives.

The Village supports the construction of electric vehicle infrastructure and shall incorporate regulations for such infrastructure in its land development process.

Vision Zero

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all. The strategy was first implemented in Sweden in the 1990s, then became prioritized across Europe and many cities in the United States.

In February 2018, the Governing Board of the TPA adopted targets of zero traffic-related fatalities and serious injuries and continued to renew this commitment annually. The concept, known as "Vision Zero," promotes a culture of safety grounded in six key

principles:

- Traffic-related fatalities and serious injuries are preventable and unacceptable
- Human life takes priority over mobility
- Human error is inevitable, so the transportation system should allow for it to happen without death or serious injury
- A system-level approach to safety should be adopted to effect change
- Safe human behaviors, education, and enforcement are essential contributors to a safe system.
- High speed is a primary cause of traffic death and serious injury; it should be managed with sensitivity to vulnerable road users

To support its commitment to Vision Zero, the TPA adopted a Vision Zero Action Plan on April 18, 2019, and an updated version on October 16, 2021. Each year, the TPA evaluates plan and considers whether any updates are necessary.

Of the 39 municipalities in Palm Beach County, the following communities participate in Vision Zero:

- Belle Glade
- Boca Raton
- Boynton Beach
- Delray Beach
- Greenacres
- Juno Beach
- Jupiter
- Lake Park
- Lake Worth Beach
- Palm Springs
- Wellington
- West Palm Beach
- Westlake

FINAL REMARKS

Based on the analysis of existing conditions, trends, and challenges for the Comprehensive Plan's 20-year planning period, the Village shall continue to implement specific strategies and policies for maintaining and enhancing its roadways and updating its Transportation Element as follows:

- Improve existing roadway network to accommodate demographic increase and redevelopment;
- Continue to coordinate with agencies such as Palm Beach County, the Palm Beach County Transportation Planning Agency, and Florida's Department of Transportation (FDOT) to maintain and improve existing roadways;
- Consider the creation of a Village Mobility Master Plan;
- Consider the implementation of "Complete Streets" principles within the Village;

- Continue to strengthen the provision of public transportation throughout the Village;
- Anticipate future improvements to roadways to mitigate sea level rise impacts
- Enhance the pedestrian and vehicular environment to accommodate all types of users;
- Implement electric vehicle infrastructure;
- Develop regulations for multi-modal vehicles;
- Continue to monitor the Village's growth, redevelopment, Future Land Use Designations, and Zoning Districts to ensure that its transportation network will accommodate the anticipated increase in use; and,
- Consider preparing a Bicycle and Pedestrian Master Plan to support Village's residential character.

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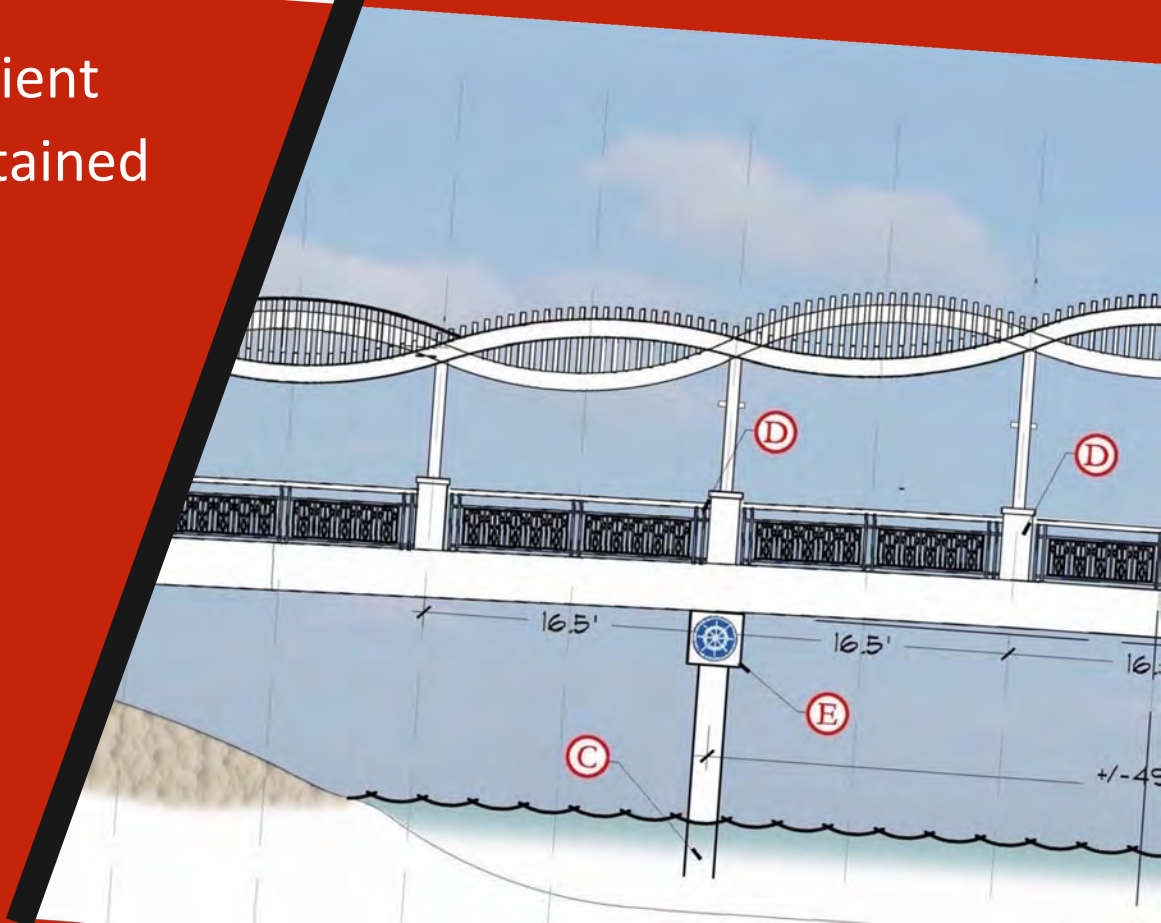
Capital Improvement

Data and Analysis

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 5



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DATA AND ANALYSIS

INTRODUCTION

The Capital Improvements Element (CIE) for the Village of North Palm Beach is developed to evaluate public facilities which are identified as needed in other comprehensive plan elements. This element also estimates the cost of improvements for which the Village has responsibility; analyzes the Village ability to finance and construct those improvements; adopts financial policies to guide the funding of those improvements; outlines requirements to ensure an adequate concurrency management system; and schedules the funding and construction of improvements in an manner necessary to ensure that capital improvements are provided when required based upon the needs identified in the balance of the Comprehensive Plan.

The Capital Improvement Element identifies capital improvements needed to implement the comprehensive plan and ensure that the adopted level of service (LOS) standards are achieved and maintained for concurrency related facilities, and to implement specific objectives and policies of this Comprehensive Plan.

Purpose and Components of the Capital Improvements Element

The Village's Capital Improvement Element is used as a means to assess the Village's public facility deficiencies or arrange for others to provide capital improvements necessary to correct deficiencies in existing public facilities; to serve projected future growth; and to replace obsolete and worn-out facilities, in accordance with an adopted Capital Improvement Schedule.

The purpose of the Capital Improvement Element is to:

- Evaluate the need for facilities identified in the other Comprehensive Plan Elements and as defined in the applicable definitions for each type of public facility;
- To estimate the cost of improvements for which the Village of North Palm Beach has fiscal responsibility;
- To analyze the fiscal capability of the Village to finance and construct improvements;
- To adopt financial policies to guide the funding of improvements; and
- To schedule the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required, based on needs identified in other plan elements.

Components of the Capital Improvements Element

The Capital Improvements Element contains the following components as stipulated in Chapter 163.3177(3)(a), F.S.:

- An outline of the principles for construction, extension, or increase in capacity of public facilities;
- An outline of principles for correcting existing public facility deficiencies
- A review and evaluation of the concurrency management system needed to ensure that the LOS standards are maintained.
- Identification of needed capital improvement projects to maintain LOS standards and implement specific Comprehensive Plan policies for stormwater, solid waste, sanitary sewer, potable water, and roads.
- A schedule of capital improvements which may include any publicly funded projects of federal, state or local government (County, School District, water supply plan projects, etc.), and which may include privately funded projects for which local government has no fiscal responsibility. Projects to make sure LOS standards are met in the 5-Year planning period.
- The schedule also must include transportation improvements included in the County TPA and for County roads, to the extent that those projects are relied upon to meet the LOS standards.

The CIP and its Capital Improvement Schedule (CIS) must be reviewed annually by each local government.

In 2011, the Florida Legislature adopted major revisions to Chapter 163, F.S. regarding the CIE that were incorporated in this update to the Comprehensive Plan and this element. The required annual update of the five-year CIS must no longer be adopted and transmitted to the Department of Economic Opportunity (now the Department of Commerce) as a comprehensive plan amendment. Instead, it now may be accomplished via ordinance and does not require a comprehensive plan amendment. While the requirement that the CIS demonstrate financial feasibility has been eliminated, capital projects must still be listed in the CIS, projected revenue sources identified and projects listed as "funded" or "unfunded" and assigned with a level of priority for funding.

EXISTING CONDITIONS

Through its Capital Improvements Element and related plans, the Village of North Palm Beach seeks to undertake capital improvements necessary to keep the Village's present public facilities in good condition and to accommodate new development guided by sustainable and sound fiscal practices.

Village of North Palm Beach's Capital Improvements Plan Update

The Village has developed a 5-year Capital Improvement Schedule for fiscal years 2024-2028, which includes projects supported by the General Fund, Country Club Fee, and Stormwater Utility Fee.

The General Fund is the largest among the three funds. The General Fund is the chief operating fund of the Village and accounts for all of the core services of general government (including ad-valorem taxes) that are not required to be accounted for separately. Services provided in the General Fund include: Public Safety, Solid Waste, Fleet Maintenance, Recreation, Library, Streets & Stormwater Maintenance, Public Improvements, Planning & Zoning, Code Compliance, Building, and General Administrative Services.

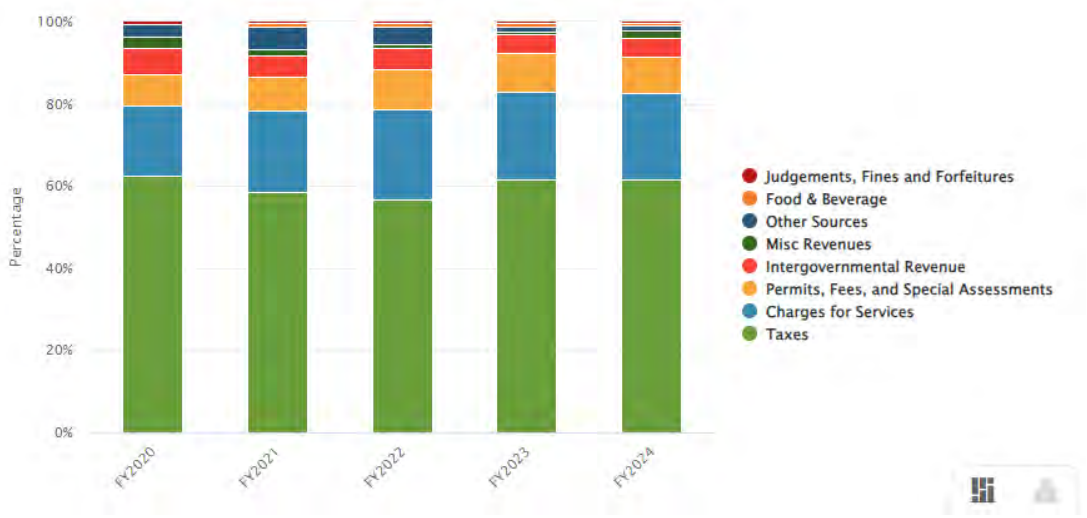
Enterprise funds are used to account for operations that are financed and operated as private businesses. The goal of the Village is that the full cost of operations, maintenance and capital improvements are recovered through user charges / fees / assessments. The Village has two Enterprise Funds: Country Club Fund and the Stormwater Utility Fund.

The Village's funding sources are as follows:

- Ad valorem;
- Utility Service Tax;
- Sales & Use Taxes;
- Local Business Taxes;
- Franchise Fees;
- License & Permits;
- Non-Ad Valorem Assessment;
- Judgement, Fines & Forfeitures;
- Intergovernmental Revenues;
- Charges for Services;
- Food and Beverage;
- Miscellaneous Revenue; and,
- Other Sources

Figure 1-1 indicates a percentage breakdown of the Village's funding sources by Fiscal Year. As shown, taxes are the largest funding sources for the Village followed by charges for services, and permits, fees, and special assessments.

Figure 1-1. Funding Sources



The Capital Improvements Plan (CIP) for FY 2024-2028 recommends a total investment of $31.16 million into the Village's capital facilities and equipment during a five-year period. A Capital Expenditure, for purposes of this element, is the approved budget for improvements to, or acquisition of infrastructure, park development, building, construction or expansion, utility systems, streets or other physical structure with a cost of $25,000 or more.

The majority of the capital projects in the FY 2024-2028 CIP are contained in Public Works, and Parks and Recreation. However, by 2027, Fire Rescue surpasses the Parks and Recreation Department in funding request.

Capital Improvement Project Overview

The capital improvement projects identified in the Village Capital Projects Fund are related to transportation facilities (roads, bridges and landscaping), stormwater management facilities, and recreation facilities. Many of these projects were accomplished while others were carried over to subsequent years. Although the major infrastructure systems meet the current level of service, the Village allocates funds to plan for current and future needs.

Concurrency Management System

Level of service standards are indicators of the extent or degree of service provided by, or proposed to be provided by, a public facility based on and related to the operational characteristics of the facilities.

The continued goal of the Village is to maintain a consistently high quality of services to the residents, while protecting the assets, the level of service, and the quality of life that the residents have come to expect.

The Village's Capital Improvement Schedule includes facilities that promote public health and safety and all facilities for which the level of service standard has been adopted: sanitary sewer facilities; solid waste facilities, stormwater facilities, potable water facilities, transportation facilities, and park facilities. The Capital Improvement Schedule may also include other facilities that enhance the quality of life for North Palm Beach residents.

The level of service standards should be adopted and used as the basis for determining the availability of facility capacity and the demand generated by a development. For each facility, LOS is a measure of the relationship between demand for the service and capacity of the facility. Capacity is measured differently for each type of facility. These LOS Standards are presently established in the CIE of the Village of North Palm Beach.

Concurrency Requirements

The State of Florida Legislature made significant changes in 2011 to the Growth Management Act of 1985. Sections 9J-5 and 9J-11.023, of the Florida Administrative Code were repealed, with portions of both rules incorporated into the new 2011 Community Planning Act. Among the changes, "concurrency" was made voluntary.

Concurrency requires that each facility within the geographic scope of a proposed project's impact have sufficient capacity to accommodate the project's demand. If capacity is not available, the project cannot be approved. Developers must exhibit that all requirements can be met and that the LOS Standards adopted in the Comprehensive Plan will be satisfied before any development order or permit is issued by the Village.

In order to maintain an adequate level of service for Village facilities, the Future Land Use Plan, financial analyses, and level of service standards should serve as the basis for reviewing development applications. LOS standards affect the timing and location of development by guiding development to areas where facilities have sufficient capacity and away from areas with insufficient capacity. The standards are administered through the concurrency management system. The LOS standards are depicted in Table 1-1.

Table 1-1. Level of Service Standards

Public Facility	Level of Service (LOS) Standards
Sanitary Sewer* (Urban Service Area)	Residential: 107 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd
Solid Waste	Single Family: Avg. generation rate of 0.926 tons/capita/year Multi-family: 0.588 tons/capita/year Non-residential: six (6.0) tons/acre/year
Potable Water*	Residential: 189 gallons/capita/day Maximum Day Generation: There is no fixed non-residential gpd Storage Capacity Av. Daily Flow x 0.5
Drainage	3-year frequency, 24-hour duration (one-day); rainfall intensity curve, as established by the South Florida Water Management District
Traffic Circulation	Arterial and Collector Roadways within the corporate limits: Peak- hour Level-of-Service (LOS) standard Prosperity Farms Road, between Northlake Boulevard and Burns Road is hereby designated as a Constrained Roadway at a Lower Level of Service (CRALLS) facility. Its level of service shall be: 20,950 trips on a daily basis; and 1,948 trips on a peak hour basis, subject to Transportation Element Policy 1.4.
Recreation and Open Space	4.15 acres of neighborhood and community park space per 1000 residents

Moreover, no development permit shall be issued unless the public facilities necessitated by the project (to meet level of service standards) will be in place concurrent with the impacts from the development. During the site plan review process developers are required to provide evidence that service providers have available capacities to serve the proposed development. Letters from those service providers must be provided as part of the application and review process.

Prior to the issuance of a development order or a building permit, the Concurrency review shall establish the following:

- Finding on the impacts created by the proposed development
- Finding as to whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted Level of Service
- Finding of facility(s) improvements or additions that are required to ensure the finding of concurrency; and
- Finding of the entity responsible for the implementation of all required facility(s) improvements or additions

Chapter 163.31777(3), F.S., Public Schools Interlocal Agreement, provides criteria for municipalities to qualify for exemption. For residential development, the applicant must receive a School Capacity Availability Determination (SCAD) form.

SUMMARY OF MAJOR CAPITAL PROJECTS AND FACILITIES

During the latest update to the Capital Improvement Plan (CIP), the Village modified and expanded this plan into a more refined management tool and comprehensively identified long term infrastructural capital needs of North Palm Beach. The next phase is to responsibly fund the capital projects, which not only serve basic needs for the community, but could also potentially attract businesses and other economic activities to the Village, such as the Village Place project.

The following sections provide a summary of major capital improvement projects for the five-year planning period FY2024-2028. The projects are organized according to capital facilities in the LOS Standards Table. According to the Capital Improvement Schedule, there are forty-eight (48) Capital Improvement Projects.

Infrastructure: Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge

Solid Waste

As discussed in the Infrastructure Element, at the current solid waste generation rate, the amount of garbage generated is expected to increase minimally, tempered by increased efforts to reduce waste through recycling and other waste management alternatives.

The future demand of solid waste should be adequately handled by current Village staff and equipment. However, any significant changes in growth, annexation, or development would require re-evaluation of existing resources to adequately handle projected demand.

Natural Groundwater Aquifer Recharge

Natural groundwater aquifer recharge does not inherently require any capital improvements per se. SUA is responsible for maintaining and permitting these wells. As indicated in the Infrastructure Element, each wellfield has protection zones which are mapped by the Palm Beach County Department of Environmental Resources Management (DERM). According to the current CUP, all wellfields are protected by the Palm Beach County Wellfield Protection Ordinance. Zones of protection are developed, and zone requirements enforced, by DERM.

Drainage

As discussed in the Infrastructure Element, the Village has a Streets and Stormwater Division that is responsible for the maintenance and repair of the infrastructure throughout the Village. The Village continues to ensure that the existing drainage systems meet the adopted level of service. Areas developed in the future will be required to provide adequate storm water management improvements required to meet the adopted level of service.

Stormwater Repair and Replacement Program

Repair and replacement of the existing stormwater infrastructure, regrading swales and including water quality features. Stormwater repairs in 2023: East Alleyway, Cinnamon, Shore Court, Fairhaven catch basin repair, swale repairs at Kingfish.

Potable Water

The Comprehensive Plan for the Village of North Palm Beach identifies certain capital improvement needs within the Sanitary Sewer, Potable Water and Drainage Elements of the Comprehensive Plan. The following table will identify capital improvements necessary to maintain the adopted levels of service; the type of facility, the anticipated cost and the timing for the improvement for each element.

The following tables identify numerous Village projects for fiscal years 2024-2028.

Asset Category	Departmen	Project Title	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
		Vehicles						
		Public Works						
Automotive	Public Works	GD-4 Replacement	-	-	-	80,000	-	80,000
Automotive	Public Works	Grapple Truck Replacement	-	-	225,000	-	-	225,000
Automotive	Public Works	Front Load Vehicle Replacement	-	350,000	-	350,000	-	700,000
Automotive	Public Works	Public Works Vehicle Replacement	82,000	-	-	-	-	82,000
		Fire Rescue						
Automotive	Fire Rescue	Ambulance Replacement	-	-	-	-	800,000	800,000
Automotive	Fire Rescue	Fire Engine Replacement	-	-	-	1,300,000	-	1,300,000
Automotive	Fire Rescue	Fire Rescue Vehicle Replacement	-	-	85,000	-	-	85,000
		Police						
Automotive	Police	Police Vehicle Replacement	-	284,560	284,560	284,560	284,560	1,138,240
		Equipment						
		Public Safety Building						
Equipment	Public Works	Emergency Generator	425,000	-	-	-	-	425,000
		Public Works						
Equipment	Public Works	Emergency Generator	198,000	-	-	-	-	198,000
		Fire Rescue						
Equipment	Fire Rescue	SCBA Replacement	-	700,000	-	-	-	700,000
		Information Technology						
Equipment	IT	IT Backup Appliance	60,000	-	-	-	-	60,000
		Police						
Equipment	Police	Radio Replacement	258,300	258,300	258,300	258,300	-	1,033,200
Equipment	Police	Boat Engine Replacement	-	-	-	-	90,000	90,000
		Country Club						
Equipment	Public Works	Emergency Generator	800,000	-	-	-	-	800,000
Equipment	Golf	Golf Course Maintenance Trailer	-	-	-	150,000	-	150,000
Equipment	Pool	Submersible Swim Wall Dividers	90,000	-	-	-	-	90,000
								-
		Village Facilities						
		Public Safety Building						
Building Impvmt	Public Works	A/C Automation	185,000	-	-	-	-	185,000
		Library						
Building Impvmt	Library	Front Lobby Renovation	-	-	-	50,000	-	50,000
Building Impvmt	Public Works	A/C Replacement	-	600,000	-	-	-	600,000
		Village Hall						
Building Impvmt	Public Works	Roof Replacement	-	250,000	-	-	-	250,000
								-
		Recreational Facilities						
		Community Center						
Building Impvmt	Recreation	Community Center Renovation	-	-	400,000	-	-	400,000
Building Impvmt	Recreation	Community Center Roof Replacement	-	500,000	-	-	-	500,000
		Country Club						
Building Impvmt	Clubhouse	Clubhouse Improvements	75,000	-	-	-	-	75,000
								-
		Park Development						
		Community Center						
Land Impvmt	Recreation	Community Center Park Enhancement	500,000	-	-	-	-	500,000
		Country Club						
Land Impvmt	Golf	Wash Plant / Environmental Center	750,000	-	-	-	-	750,000
Land Impvmt	Golf	Pond Beautification & Stabilization	125,000	-	-	-	-	125,000
Land Impvmt	Golf	Driving Range Improvement	-	500,000	-	-	-	500,000
Land Impvmt	Golf	Chipping Area Re-design	-	-	45,000	-	-	45,000
		Lakeside Park						
Land Impvmt	Public Works	Bulkhead Replacement	1,000,000	-	-	-	-	1,000,000
Land Impvmt	Recreation	Lakeside Park Shoreline Stabilization & Restoration	-	-	-	220,000	-	220,000
Land Impvmt	Recreation	Lakeside Park Playground Replacement	-	-	-	80,000	-	80,000
Land Impvmt	Recreation	Lakeside Park Basketball Court Renovation	-	-	-	-	55,000	55,000
		Osborne Park						
Land Impvmt	Recreation	Osborne Park Enhancement	-	-	-	500,000	-	500,000
Land Impvmt	Recreation	Osborne Park Basketball Lighting	177,384	-	-	-	-	177,384
		Veteran's Park						
Land Impvmt	Recreation	Veteran's Park Enhancement	50,000	-	-	-	-	50,000
		Anchorage Park						
Land Impvmt	Recreation	Boat Ramp Renovation	230,000	-	-	-	-	230,000
Land Impvmt	Recreation	Anchorage Park Pathway, Fitness Station & Kayak Launch	270,000	-	-	-	-	270,000
Land Impvmt	Recreation	Sand Volleyball Court Renovation	-	60,000	-	-	-	60,000
Land Impvmt	Recreation	South Seawall	137,000	-	1,700,000	-	-	1,837,000
								-
		Streets						
Land Impvmt	Public Works	Asphalt Resurfacing-Streets	450,000	450,000	250,000	250,000	250,000	1,650,000
Land Impvmt	Public Works	East Alley Wall Replacement	200,000	1,100,000	-	-	-	1,300,000
Land Impvmt	Public Works	Sidewalk Repairs	200,000	200,000	100,000	100,000	100,000	700,000
Land Impvmt	Public Works	Bridge Replacement - Lighthouse Drive	540,000	1,240,000	3,120,000	-	-	4,900,000
Land Impvmt	Public Works	Bridge Improvement - Prosperity Farms	200,000	-	-	-	-	200,000
Land Impvmt	Public Works	Public Works Drainage & Wash Rack	-	180,000	-	-	-	180,000
Land Impvmt	Public Works	Septic to Sewer	-	605,000	2,710,000	-	-	3,315,000
								-
		Stormwater						
Land Impvmt	Public Works	Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
								-
		TOTALS (By Category)						
		Vehicles	82,000	634,560	594,560	2,014,560	1,084,560	4,410,240
		Equipment	1,831,300	958,300	258,300	408,300	90,000	3,546,200
		Village Facilities	185,000	850,000	-	50,000	-	1,085,000
		Recreational Facilities	75,000	500,000	400,000	-	-	975,000
		Park Development	3,239,384	560,000	1,745,000	800,000	55,000	6,399,384
		Streets	1,590,000	3,775,000	6,180,000	350,000	350,000	12,245,000
		Stormwater	500,000	500,000	500,000	500,000	500,000	2,500,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**
		TOTALS (By Funding Source)						
		General Revenues	967,184	1,018,300	740,300	1,203,300	495,000	4,424,084
		Country Club	995,000	500,000	45,000	150,000	-	1,690,000
		Stormwater Fee	500,000	572,000	500,000	500,000	500,000	2,572,000
		Special Projects	1,510,000	2,189,560	1,724,560	-	-	5,424,120
		Infrastructure Surtax	1,687,000	1,050,000	-	-	-	2,737,000
		Grant Funding	1,798,500	338,000	3,973,000	310,000	-	6,479,500
		Fund Balance	-	1,700,000	2,470,000	-	-	4,170,000
		Debt	-	350,000	225,000	1,934,560	1,084,560	3,594,120
		Other	45,000	-	-	25,000	-	70,000
		GRAND TOTAL:	**7,502,684**	**7,777,860**	**9,677,860**	**4,122,860**	**2,079,560**	**31,160,824**

Transportation Facilities

Transportation projects planned for the Village include various roadway improvements and street maintenance throughout North Palm Beach. Maintenance of the transportation network requires collaboration between the various entities that have jurisdiction over these roads and rights-of-way. The Village coordinates traffic improvement planning and maintenance with Palm Beach County and the Florida Department of Transportation in order to accomplish the improvements needed to attain a future LOS standard of Level D for streets within the Village

In addressing the maintenance of LOS standards for roads within Village limits, Chapter 163, Florida Statutes, requires that not only Village sponsored capital road projects must be included in the annual CIS, but also projects from the Palm Beach Transportation Planning Agency five-year Transportation Improvement Program (TIP) that are relied upon to meet concurrency. The TIP identifies transportation improvements funded by Federal, State and local sources in order to assist local governments within the Palm Beach TPA area with their transportation planning efforts. In the Village, US 1: Northlake Blvd to Parker Bridge project has been included in the TPA's five-year TIP as a Major Project.

Parks

The Village's public park system is comprised of both passive and active parks, which also includes a marina. From established parks, to sports fields, to pocket parks, to neighborhood parks, to plazas, and beyond, these recreation and open space facilities are a valuable asset to the community. The current CIP includes enhancements to recreational courts, the community center, pathways, and boat ramps, see the below parks projects:

- Anchorage Park Boat Ramp Renovation
- Anchorage Park Pathway, Fitness station and Kayak Launch
- Anchorage Park Sand Volleyball Court Renovation
- Anchorage Park South Seawall and Dock Replacement
- Community Center Park Enhancement (Outdoor Amenities)
- Community Center Renovation (Interior & Front Entry)
- Community Center Roof Replacement
- Lakeside Park Basketball Court Renovation
- Lakeside Park Playground Replacement
- Lakeside Park Shoreline Stabilization and Restoration
- Osborne Park Basketball Lighting
- Osborne Park Enhancement
- Veteran's Park Enhancement

Schools

North Palm Beach is fortunate to have several schools situated within its municipal boundaries. The following list identifies those schools. It is important to note, however, that the Palm Beach County School District is responsible for the public education system in the county including the Village of North Palm Beach.

- Benjamin School
- Conservatory School
- St. Clare Catholic School

REVENUE & FINANCIAL FEASIBILITY

Overall priority for fiscal planning shall be those projects that enhance residential neighborhoods, compatible business activities, and redevelopment initiatives, as indicated in the Future Land Use Plan. Priority should also be given to projects that address major safety concerns.

In setting priorities for expenditures to be included in the Capital Improvement Element, the Village should use the following criteria:

1. Public safety implications: a project to address immediate threats to public safety will receive first priority.
2. Level of service or capacity problems: next in priority would be projects needed to maintain the stated Levels of Service.
3. Ability to finance: a third criterion is the budgetary impact.
4. Quality of life projects: the next level of priority shall be given to those projects not in categories 1 or 2 but that would enhance the quality of life for residents of Village.

The plan for capital improvements must be affordable and within the realm of the Village's ability to finance. This section recognizes the various forms of revenue presently available to the Village as well, as possible future sources of revenue during the five year period.

Unlike roads, sanitary sewer, solid waste, drainage, potable water, recreation and transportation, which are the responsibility of local governments, the School Board, by constitutional mandate, has the responsibility of providing educational facilities to meet the needs of current and future students as represented in the School Board's adopted Five Year Capital Improvement Plan. The local governments, therefore, do not have control of the funding sources or the allocation of funds for new or renovated schools which would add student capacity.

TRENDS AND CHALLENGES

The continued goal of the Village is to maintain a consistently high quality of services to the residents, while protecting the assets, the level of service and the quality of life that the residents have come to expect. It is the result of hard work by the Village staff, and fiscally sound, responsible decisions by the Village Council that allow the Village to meet service demands while minimizing the financial burden on its residents.

The Village's primary focus is providing exceptional municipal services to its residents in the most efficient and cost-effective manner possible. Continued economic challenges require innovative approaches on both sides of the balance sheet. Efforts to expand contractual services to generate additional revenue should continue to be considered.

In order to ensure the level of service requirements for Village's public facilities can accommodate existing and project population demands, it is important that the CIP be reviewed by the local government on an annual basis. Modifications to update the five-year capital improvement schedule may be accomplished by the standard ordinance amendment or adoption process.

In addition, the Village should prepare to reassess the LOS standards in the future as it experiences growth and evolution. With potential future development or redevelopment, the Village must prioritize capital improvement projects in this area to ensure the Village's public facilities will continue to meet LOS requirements.

With regard to capital improvement planning, major initiatives include:

- To fully develop and implement a 5-year capital improvement/capital replacement plan
- To keep on track with maintenance and improvements outlined in a utility revenue sufficiency and rate adequacy study to meet the Village's objectives for a sustained high-quality utility service by providing a stable funding plan.

FINAL REMARKS

A comprehensive Five-Year Capital Improvement Plan provides the Village of North Palm Beach with the opportunity to strategize on how best to implement and execute capital projects. Furthermore, the CIP constructively reflects current critical needs and projects future critical needs of the Village to ensure level of service standards and other needs continue to be met as the Village continues grow and evolve. The development of this plan requires collaboration with all the Village Departments especially the Village Manager's Office and Finance. Additionally, the Village must coordinate certain projects with the County and State.

Annual updates to the Village's CIP and CIS will help to ensure level of service standards of public facilities continue to be met and any issues that arise be addressed, as the Village grows and evolves.

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Infrastructure

Data and Analysis

Chapter 2: Efficient and Well-Maintained Infrastructure

Element 6



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DATA AND ANALYSIS

INTRODUCTION

This Infrastructure Element of the Comprehensive Plan examines the various resources within the jurisdiction of the Village of North Palm Beach. It includes sub-elements such as Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge. Each sub-section is addressed separately below.

Pursuant to Chapter 163, Florida Statutes, all land development regulations, and development permitting actions are required to be consistent with the Infrastructure Element as with the other elements of the Comprehensive Plan.

EXISTING CONDITIONS

Sanitary Sewer

The purpose of the sanitary sewer sub-element is to guide the preparation of plans and policies necessary to assure the availability of capacity, treatment, and disposal of wastewater for projected growth and future needs of the Village of North Palm Beach. This sub-element analyzes the Village's existing sanitary sewer collection system and facilities, and also discusses future generation levels.

Sanitary sewer service within the North Palm Beach municipal boundaries is not directly provided by the Village. With the exception of a few remaining septic tanks, sanitary sewer service, including collection, transmission, and disposal is provided by Seacoast Utility Authority (SUA). To ensure that all existing and proposed developments have adequate sanitary facilities, the Village continues to include SUA in the site plan review and permitting process. Also, to ensure concurrency, the Village requests SUA's approval (or approval with conditions) of proposed projects and developments prior to the issuance of building permits. During development order review, SUA requires developers to upgrade the capacity of existing systems or build new systems to meet sanitary sewer needs in order to ensure that adequate capacity is available.

As noted in the Future Land Use Element, based on 2020 Census data, the population of North Palm Beach is 13,162 persons. Utilizing the estimated population, current wastewater use by the Village is estimated at 1,408,334 gallons per day (i.e., population of 13,162 residents x 107 gallons per capita per day). Using the population projections (13,297 residents) prepared in this EAR, and the LOS set by SUA, it is projected that the Village's wastewater needs will reach 1,422,799 gallons per day by 2030.

The site plan review and building processes established by the Village and the requirements established in the Policies of its Comprehensive Plan, ensure effective coordination with developers during the planning and phasing stages of development to meet wastewater collection and treatment needs.



The Village is available for and encourages developers to take advantage of preliminary/pre-application meetings to ensure that developers are aware of the Village's code requirements. Developers are also encouraged to meet with SUA representatives during the preliminary stages of development to clarify wastewater requirements and standards. These opportunities are on-going practices of both the Village and the SUA, and they continue to be available to developers.

According to SUA, they own and maintain approximately 285 miles of gravity sewer pipelines and more than 150 pumping stations. The gravity sewer pipelines are used to transfer the sanitary sewage discharged from residential and commercial properties to one of SUA's multiple lift stations and then to the wastewater treatment plant.

The Palm Beach County Health Department (a State agency) enforces Federal, State, and SUA standards regulating the central sanitary sewer and septic tank systems serving North Palm Beach.

Seacoast Utility Authority also provides "reclaimed" water which is wastewater (sewage) that has been treated and disinfected to meet Florida's stringent irrigation water quality standards. The water is treated and stored at Seacoast's PGA Regional Water Reclamation Facility and pumped through 24 miles of pipeline to nearly 40 high-volume irrigation customers.

The PGA Regional Water Reclamation facility provides service to participating governments. It has a current permitted capacity of 12 mgd.

Level of Service

The Level of Service (LOS) for average daily sewage generation rate for capital sanitary sewer facilities in North Palm Beach is a maximum of 107 gallons/capita/day for residential uses. There is no fixed level of service requirement for nonresidential uses such as commercial, public, educational, and other public buildings; the estimated sewage generation is based on the Florida Administrative Code.

Because the wastewater collection, transmission, treatment, and disposal facilities are owned, operated, and maintained by Seacoast, the Village has neither the responsibility nor the authority to provide for system improvements.

Solid Waste

Along with sanitary sewer systems, solid waste management is important to keeping the Village clean. This solid waste sub-section evaluates resources available for the Village's projected population growth and assesses the solid waste needs for future and current residents of North Palm Beach. In addition, this sub-section examines the Village's existing solid waste and hazardous waste management services and facilities, projects future waste generation levels, and suggests alternatives for lowering per capita waste generation rates.

Because the Village of North Palm Beach is primarily a residential community, residential uses generate the majority of the Village's solid waste. Commercial and other uses generate less solid waste.

Within the North Palm Beach Public Works Department, the Solid Waste division is responsible for the collection and disposal of residential and commercial garbage, trash, bulk items, vegetation, and recycling within the Village.

Contractors and hired individuals for lawn and tree services are required to haul away any vegetation, branches, etc. that they trim. Vegetation debris can be left for pickup only if it was created by the homeowner or tenant. Also, any construction debris from renovations, demolitions, or construction must be removed by building contractors and/or handymen.

Accordingly, the following Levels of Service for residential and non-residential collection of solid waste have been established by the Village:

- Monday: Garbage & vegetation Village-wide.
- Tuesday: Glass and plastic recycling pickup (blue bin), plus bulk items by appointment ONLY.
- Wednesday: Garbage & vegetation Village-wide.
- Thursday: Paper and cardboard recycling pickup (yellow bin), plus bulk items by appointment ONLY.

- Friday: Garbage & vegetation Village-wide.



Although the Village conducts its own waste collection, it does not own or operate its own landfill. The Village utilizes the landfills provided by the Solid Waste Authority (SWA) to dispose of all its trash. The following are the SWA Facilities utilized for disposal of waste:

Current SWA Facilities

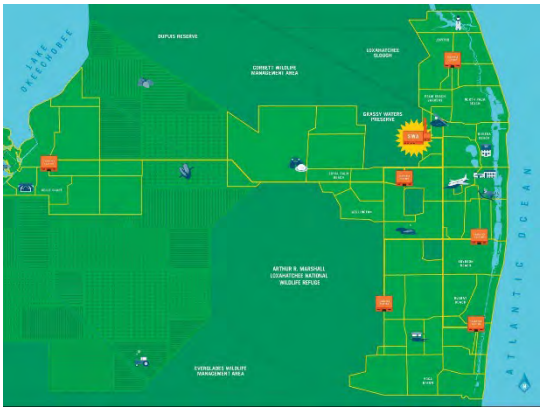
Transfer Stations/Home Chemical and Recycling Centers

- Central County Transfer Station (Lantana)
- Glades Regional Transfer Station (Belle Glade)
- Home Chemical and Recycling Center (West Palm Beach)
- North County Transfer Station (Jupiter)
- South County Transfer Station (Delray Beach)
- Southwest County Transfer Station (Delray Beach)
- West Central Transfer Station (Royal Palm Beach)

North County Landfill (Landfill, Class I and III)

However, the Village does not collect the following hazardous waste items:

- Any type of battery
- Boat parts and internal combustion engines
- Car parts
- Fluorescent light bulbs
- Paints
- Propane tanks
- Used motor oil/filters



The Solid Waste Authority (SWA) recommends that the disposal of hazardous waste is taken to Home Chemical and Recycle Centers (HCRCs). However, SWA does have limitations on the types of hazardous waste that is accepted. SWA does not accept medical waste, syringes or sharps, drugs, radioactive materials, and explosives. Although, these items are not accepted by SWA, SWA partners with other businesses such as tech retailers to recycle these hazardous materials.

The Village's sustainability efforts are contributing to a more sustainable environment by:

- Advancing technologies to reduce waste
- Increasing recycling and reuse
- Creating even safer treatment and disposal options
- Sharing the benefits of learning and innovation with their clients and collaborators

Recycling

Recycling refers to any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, processed, reused, or returned to use in the form of raw materials or products.

Generally accepted items for recycling include:

- Tin cans
- Aluminum cans
- Steel cans
- Food containers and jars
- Soft drink and beer bottles
- Wine and liquor bottles
- Office paper
- Magazines
- Flattened cardboard
- Newspaper
- Phonebooks
- Flattened cereal boxes
- Junk mail
- Paperboard
- Flattened snack boxes

Stormwater Management

This Stormwater Management subsection of the Comprehensive Plan analyzes the natural conditions that affect the quality and quantity of stormwater runoff in the Village, and its existing stormwater collection and treatment system.

Rainwater that does not evaporate or become absorbed into the ground is considered "runoff." This runoff often carries pollutants from lawns, streets, buildings, and parking lots that contaminate the waterways. In order to keep the lagoon and other waterbodies clean, the Village must continue to invest in the proper infrastructure for treating and purifying runoff into waterways.

A complete and integrated ground surface percolation and positive underground piping stormwater drainage system has been installed throughout the Village's platted and developed areas. The storm water drainage system is Village-owned and -maintained. In residential areas, the system consists of roadside swales without curbs or gutters. Surplus water from the swales is diverted to catch basins within a closed conduit piping system, then discharged via outfall to the manmade waterways of the Earman River, the Intracoastal Waterway, or Lake Worth.

Commercial uses in the Village are confined to frontages along U.S. 1, Northlake Boulevard, Prosperity Farms Road, and Alternate A1A. These roads are urbanized and have curbs and gutters, and positive pipe outfalls to either the Earman River or Lake Worth. This system is maintained by the Florida State Department of Transportation (FDOT) and Palm Beach County in conjunction with the Village. The Village does not have a master drainage plan. The existing drainage system was built in a piecemeal fashion over time; the majority of it was constructed between 1956 and 1970. It should be noted that the major portion of the Village's stormwater drainage system was constructed prior to the establishment of any discharge regulations.

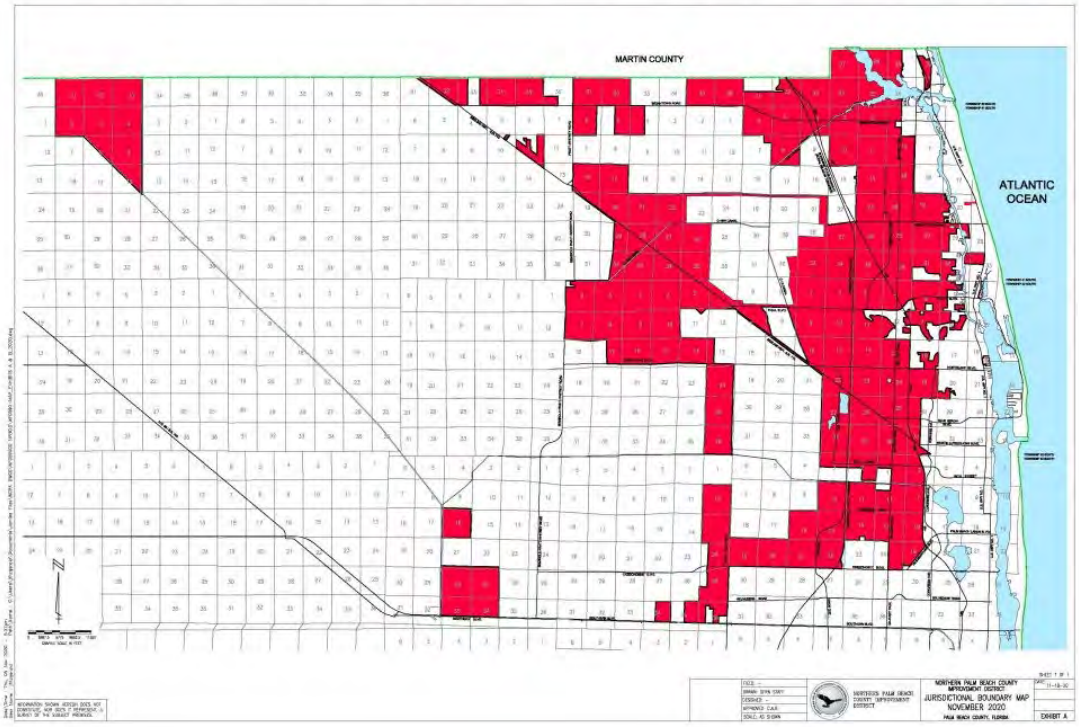
According to a prior report from an engineering consultant, the Village's drainage system was probably designed similarly to the Florida Department of Transportation system which has a minimum three-year storm recurrence interval. The South Florida Water Management District (SFWMD) minimum drainage design criterion for local governments is a three-year, one day duration storm event.

The design capacity and the level of service of the Village's stormwater system satisfies the SFWMD's minimum local government criteria, and that the capacity of the system is adequate for the Village's needs. The Village maintains scheduled inspections and maintenance to assure long-term effectiveness. Currently, the Village inspects each catch basin within the Village at least once every three (3) years to identify needed maintenance and improvements.

As time progressed, however, some of the Village's stormwater infrastructure has become outdated or has exhausted its engineered life. Documentation from the Environmental Protection Agency advises that stormwater runoff is a principal contributor to water quality impairment in waterbodies nationwide. In the 1970s, the federal government introduced the Federal Clean Water Act and permit requirements for the National Pollutant Discharge Elimination System (NPDES). Florida's stormwater discharge permitting followed, with requirements for properties to treat discharge, either individually or collectively, before stormwater enters waterways.

The Village of North Palm Beach has portions that are within the Northern Palm Beach County Improvement District (NPBCID). The NPBCID is an independent Special District created by the Florida legislature in 1959 to provide water management and infrastructure development in Palm Beach County. NPBCID's service area covers over 128 square miles and includes:

- Portions of Unincorporated Palm Beach County
- Tequesta
- Jupiter
- Juno Beach
- North Palm Beach
- Palm Beach Gardens
- Lake Park
- Mangonia Park
- West Palm Beach



Some of the services that NPBCID provides are storm water management; right-of-way maintenance, including roadways and sidewalks; maintenance of canals, waterways, and lakes; water quality monitoring; environmental mitigation and management; permit and plat review, as well as hurricane response and emergency operations. NPBCID uses revenue from non-Ad Valorem assessments from property taxes to pay for services. The assessments are only paid by property owners who benefit from the services provided by NPBCID.

NPBCID aids with regional flood control that extends outside of the boundaries of North Palm Beach. While the Village's stormwater maintenance utilizes localized street drainage. Although portions of the Village are located within the NPBCID, its Street and Stormwater Division is responsible for the maintenance and repair of infrastructure throughout the Village. This division is responsible for the maintenance of the Village's storm drainage systems and waterways. The Street and Stormwater Division is also involved in the administration of the NPDES Stormwater Permitting Program. All storm water within the Village discharges into tidal waterbodies such as (1) the Earman River; (2) the North Palm Beach Waterway; (3) the Intracoastal Waterway; and (4) the northern portion of the Lake Worth Lagoon.

High volumes of stormwater runoff can erode stream banks and deposit sediments that can damage aquatic life (animals and plants). Because pollutants come from multiple sources, it is difficult identify the origin of specific pollutants. The Village continues to strive to reduce any potential harm that may affect its existing drainage system and waterways. Common pollutants include:

- Detergent
- Fertilizer
- Motor oil
- Paint
- Pesticides
- Pet waste
- Sediment

The Village recommends the following practices for protecting waterways and reducing pollution:

- Clean leaked motor oil and other fluids on your driveway.
- Never pour motor oil or other chemicals down storm drains.
- Household chemical products like used motor oil, paint, solvents, and cleaners may be disposed of by taking them to the appropriate Solid Waste Authority collection site.
- Do not apply fertilizer or pesticides on sidewalks, driveways, streets, or near storm drains or canals.

- Use less fertilizer and pesticides.
- Wash the car on the grass or any place that doesn't drain to the street.
- Use a commercial car wash.
- Dispose of pet waste into trash.
- Never wash pet waste into the street or into storm drains.
- Never throw litter in a storm drain or in the street.

2016 Village of North Palm Beach Citizens' Master Plan

In August of 2015, the Village of North Palm Beach, in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), (now known as the Transportation Planning Agency), contracted with the Treasure Coast Regional Planning Council (TCRPC) to study ways to improve mobility, quality of life, and the economic vitality of the Village. The resulting Citizen's Master Plan emphasized the importance of protecting and caring for the Village's natural resources. As a result of the Citizens' Master Plan, the Village's Stormwater Utility Fee was established, a dedicated funding source approved, and stormwater runoff issues identified as a high-priority initiative for the Village.

Acknowledging that future infrastructure must maintain the current level of service, the Village established stormwater fees. The stormwater fees are dedicated solely to stormwater management programs and projects. These fees allow the Village to address the collective impact of pollution caused by stormwater runoff and undertake the necessary repairs to the existing stormwater system.

2021 Stormwater Utility Study

In 2019, the Public Works Department enlisted assistance from Hazen and Sawyer to develop a financially sustainable stormwater management program. The two-year process began in February 2019, with a conceptual study to evaluate the feasibility of establishing a utility fee to fund the Village's ongoing stormwater management program. The 2019 Study included:

- Compiling an inventory of the Village's stormwater management assets;
- Reviewing regulatory compliance requirements;
- Estimating costs, revenues, and funding requirements;
- Preparing a 5-Year financial forecast, and
- Investigating alternative rate structures.

Based on the results of the 2019 Stormwater Utility Study and the 2016 Citizens' Master Plan, the Village established a stormwater fee schedule. The fees are based upon a unit of measure called Equivalent Residential Unit (ERU). ERUs are used to equate non-residential or multi-family residential properties to a specific number of single-family residences.

All land parcels other than public schools and rights-of-way are subject to the stormwater utility fee. The Village's ERU was calculated using the average lot coverage on single-family residential properties as the basis for the proposed fee. The Village Council set an assessment roll for stormwater fee at $7.78 monthly per ERU, which equated to $93.36 annually. At the same time, the Village Council lowered property tax rates to offset the cost for ERUs for the 2022/2023 fiscal year.

Potable Water

This sub-section analyzes the Village's existing potable water distribution system, projects future demand levels, and analyzes its existing facilities.

Potable water refers to water that is clean and safe to drink. Potable water is essential for survival; it is used for drinking, cooking, and sanitation. Seacoast Utility Authority provides potable water to the Village of North Palm Beach and bills property owners directly for the service. The potable water withdrawal, treatment, and distribution facilities are owned, operated, and maintained by Seacoast. The Village has neither the responsibility nor the authority to provide for system improvements.



Seacoast currently owns and operates one treatment plant: the Hood Road facility, with a peak-day capacity of 30.5 mgd. As of 2024, no new water treatment plants have been planned for construction in the Seacoast Utility Authority service area. During the development order approval process, Seacoast requires developers to upgrade the

capacity of existing systems or build new systems to meet their needs in order to ensure that sufficient capacity is available.

Table 1-0 indicates the population projections within the Seacoast Service Area. The data is derived from the Lower East Coast (LEC) Water Supply Plan update. As indicated, the Village of North Palm Beach represents approximately 13% of the Seacoast Service Area.

Table 1-0: Population Projections

Population Projections 2025-2045			
Year	Seacoast Service Area*	North Palm Beach**	North Palm Beach Share of Service Area (%)
2025	97,911	13,053	13.3%
2030	102,856	13,297	12.9%
2035	103,569	13,503	13.0%
2040	105,683	13,838	13.1%
2045	106,537	14,069	13.2%

*Source: *Seacoast Service Area Data From 2023-2024 LEC Update.*

***North Palm Beach Data From 2023 PBC, Zoning, and Building Division Population Projections.*

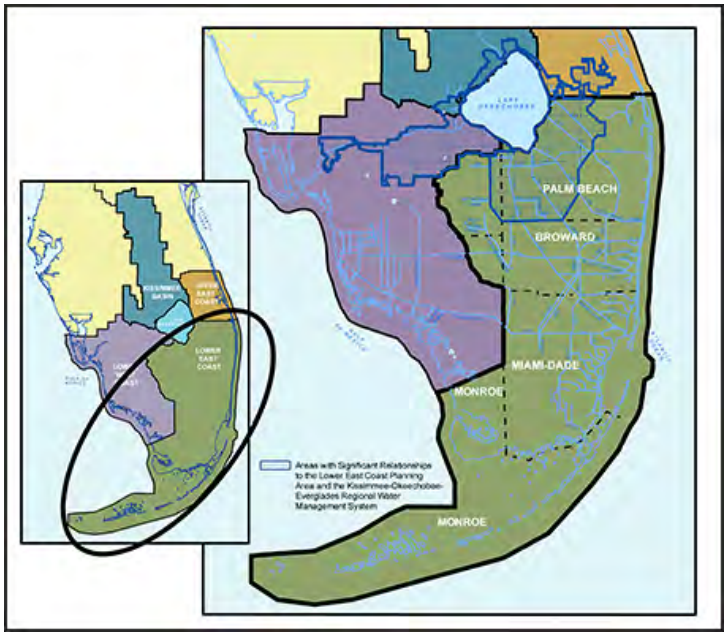
As noted in the Future Land Use element, the estimated population for North Palm Beach is 13,162. Based on 2020 census population data, the current potable water use by the Village is estimated at 2,487,618 gallons per day (i.e., population of 13,162 residents x 189 gallons per capita per day). Based on population projections (13,297 residents) prepared in this EAR and the Seacoast LOS, it is projected that the Village's potable water needs will be 2,513,133 gallons per day by 2030.

The Village's LOS for capital potable water facilities is maximum of 189 gallons/capita/day for average daily water consumption for residential. There is no fixed LOS requirement for nonresidential uses such as commercial, public, educational, and other public buildings.

Based on the population projection from the LEC and the Future Land Use Element, the Village meets the LOS standard for potable water consumption, and no additional improvements to the Seacoast regional potable water treatment plants are required at the current projection.

Water Supply Plan

Of the five water management districts in the State of Florida, the South Florida Water Management District (SFWMD) is the oldest and the largest. SFWMD covers 16 counties from Orlando to the Florida Keys and serves nine million residents. Per F.S. 373.036, each water management district must create a water plan that is based on at least a 20-year planning period which shall be updated at least once every 5 years.



Pursuant to the statutory requirement, the SFWMD created the Lower East Coast Water Supply Plan for Palm Beach, Broward, Miami-Dade and parts of Monroe, Collier, and Hendry counties. In 2023, the SFWMD began the process of updating its Lower East Coast Water Supply Plan (2023-2024 LEC Plan Update), which assessed the projected water demand and potential sources of water for the period from 2021 to 2045. This plan update will be used by local governments, water users and utilities to update and modify local comprehensive plans, facility work plans, and ordinances.

Per F.S. Chapter 163, Part II, local governments are required to prepare and adopt Work Plans into their comprehensive plans within 18 months after the SFWMD approves the Lower East Coast Water Supply Plan Update. The Village of North Palm Beach is in the process of updating its Water Supply Plan. Per the statute, municipalities and public water suppliers are required to coordinate with the SFWMD in the preparation of their Work Plans in order to identify needed facilities for at least a 10-year planning horizon period, confirming that: (1) adequate water supply is available; and (2) infrastructure plans necessary to serve projected need have been prepared.

In addition, the Village is subject to, and a participant in, the Palm Beach County Wellfield Protection Ordinance. This Countywide Wellfield Protection Ordinance regulates land use activities within travel time contours of the Village's wellfields. These travel time contours (zones of influence) are identified and overlaid on the Coastal Zone and Conservation Map in the Comprehensive Plan.

Water Conservation

The Village has adopted, and continues to implement, various regulations that improve water conservation. Article IX - MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES of Chapter 19 of the Village's Code of Ordinances, includes conservation regulations for irrigation including limiting the hours for landscape irrigation and regulations for new landscaping; Sect. 45-93 of the Village's Code of Ordinances provides standards for irrigation as well as a requirement for rain sensors.

The use of reclaimed water for irrigation purposes is an effective water conservation measure. The Village does not own or operate a wastewater treatment facility, nor does it manufacture reclaimed water. However, through Seacoast, it encourages residents to conserve water and utilize reclaimed water. Seacoast provides large irrigation users such as golf courses with reclaimed water, thereby contributing to the conservation of the Village's water resources.

Seacoast also developed implementation practices for conserving water resources. Table 1-1 indicates various methods for water conservation.

Table 1-1: Seacoast Water Conservation Implementation Practices

Conservation Practice	Seacoast Practice
Irrigation Hours	Yes
Florida Friendly Landscape Ordinance	Yes
Ultra-Flow Fixtures Ordinance	Yes
Rain Sensor Ordinance	Yes
Water Conservation Rate Structure	Yes
Leak Detection and Repair Program	Yes
Public Education Program	Yes

Source: Table D-5; 2013 LEC Update Appendices

Additional water conservation related issues are addressed in the Coastal Management and Conservation elements of the Village's Comprehensive Plan.

Natural Groundwater Aquifer Recharge (NGAR)

The Natural Groundwater Aquifer Recharge section of this plan analyzes the existing quality and quantity of the Village's natural groundwater, projects future demands, and analyzes existing facilities.

Groundwater is one of the Earth's most valuable resources. There are different levels of groundwater water: the upper surface is called the water table; and the saturated area beneath the water table is called an aquifer. Aquifers are storehouses of water;

they provide water to feed wells and springs. Utility providers and residents dig wells and drill into aquifers for the extraction of potable water. The porous rock of an aquifer allows precipitation from rain to recharge the aquifer.

As previously noted, the Village is located within the SFWMD's LEC Planning Area. Historically, the LEC Planning Area has relied on the Surficial Aquifer System (SAS) and Lake Okeechobee as the primary water sources for urban, agricultural, and industrial uses. In many areas of the LEC Planning Area, development of these water sources has been maximized due to negative impacts (like saltwater intrusion) on the regional system, wetlands, and existing water users. However, as population and water demand has grown, the development of other water source options has also increased. New and increased allocation from freshwater sources provides a diversification of water supply sources. Use of the upper Floridan aquifer, increased storage, reclaimed water, and appropriate water conservation measures in the LEC Planning Area have contributed to its water supply.

Fresh groundwater is the primary source for potable water and landscape irrigation for industrial and commercial uses in the LEC Planning Area. In urban areas such as North Palm Beach, public water suppliers (PWS) rely heavily on the SAS since it produces good quality fresh water. Meanwhile, these aquifers are recharged from local rainfall, canals, and water from the Water Conservation Areas and Everglades National Park. When sufficient water is available, surface water from Lake Okeechobee is also routed to regional canals to maintain water levels and recharge the aquifer. However, during droughts, lower regional groundwater levels may cause inland movement of salt water. In this case, water shortage restrictions may be declared to conserve freshwater supplies.

According to the 2023-2024 LEC Update, Seacoast withdrew an average of 21.76 million gallons daily (mgd) of raw water from the SAS in 2021. As indicated in Table 1-2, Seacoast will withdraw an average of 22.09 by 2025.

Table 1-2: Seacoast Projected Water Withdrawal and Demand

Year	Raw Water Withdrawal (MGD)	Finished Water Demand (MGD)
2021	21.76	19.95
2025	22.09	20.25
2030	23.20	21.27
2035	23.37	21.42
2040	23.84	21.86
2045	24.03	22.03

Source: 2023-2024 LEC Update Appendix A

Table 1-3 indicates permitted allocation from the potable water sources from Palm Beach County Water Utility District (PBCWUD), with a total allocation of 26.92 mgd. The allocated potable water sources includes all of Seacoast service area not just the Village of North Palm Beach. The 2045 future demand projection in Table 1-3 for the Village is 22.03 mgd. The total permitted allocated water for the Village is sufficient to fulfill the current and future demand of 26.92 mgd.

Table 1-3: Seacoast Permitted Allocated Water for Authority

SFWMD Water Use Permitted Allocation (mgd)	
Potable Water Source	**Allocation**
SAS (Surficial Aquifer System)	22.30
FAS (Floridan Aquifer System)	8.90
Bulk Finished Water from PBCUD	2.00
TOTAL ALLOCATION	26.92

Source: 2023-2024 LEC Update Appendix B

Pursuant to its current consumptive use permit (CUP), Seacoast presently draws its raw water from four Surficial Aquifer wellfields (Hood Road, North Palm Beach, Burma Road, and Palm Beach Gardens) and three Floridan Aquifer wells (Hood Road). Each of the wellfields has permitted average and maximum daily withdrawal rates established by CUP.

Each wellfield has protection zones which are mapped by the Palm Beach County Department of Environmental Resources Management (DERM). According to the current CUP, all wellfields are protected by the Palm Beach County Wellfield Protection Ordinance. Zones of protection are developed, and zone requirements enforced, by DERM.

The Village's Code of Ordinances establishes regulations limiting the amount of impervious and pervious surfaces on a lot (e.g., maximum lot coverage, minimum landscape and open space, and yard requirements). The purpose of these regulations is to protect groundwater quality and water resources. Also, during the site planning process, proposed developments are reviewed to ensure that maximum retention of rainfall and stormwater runoff is retained on site. Other best management practices are employed to ensure that the quality of water resources is protected, and the recharge of groundwater supplies is maximized.

TRENDS AND CHALLENGES

Future Growth (Solid Waste)

Although the Village is essentially "built out," it is also experiencing a phase of redevelopment. With a projected population growth of 724 residents by 2045, the

Village must prepare for the additional waste from the future residents. Fortunately, the Solid Waste Authority (SWA) has continued to improve its dumping and solid waste collection practices. SWA implemented sophisticated liner systems to keep trash and leachate ("garbage juice") from seeping into the ground. SWA has also extended the life of the landfill through recycling and other projects through 2054.

Future Growth (Sewer)

As mentioned, the Village is experiencing redevelopment. As the population grows, the amount of sanitary sewer waste generated is expected to increase. Significant changes in growth, annexation, or development will require re-evaluation of existing sanitary sewer capacity. The Village shall continue to coordinate with Seacoast Utility Authority to ensure that adequate infrastructure is available for the projected population.

Sea Level Rise

Due to its flat topography, porous limestone geology, and dense coastal development, Southeast Florida is one of the areas most susceptible to the impacts of climate change and sea level rise. Climate change and sea level rise are expected to present significant challenges to water resource planning, management, and infrastructure in Palm Beach, Broward, Miami-Dade, and Monroe counties. Saltwater intrusion into the primary sources of drinking water in the tri-county area (SAS and Biscayne aquifers) is of primary concern.

Local governments and water utilities in the Southeast Florida region have formalized the integration of water supply and climate change considerations as part of coordinated planning efforts, including updates to local government regulations and water utility 10-year Water Supply Facility Work Plans and enhancements to local government's Comprehensive Plans. Key considerations for communities within the four County Compact planning area include:

1) sea level rise,
2) saltwater intrusion,
3) extreme weather, and
4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive storm water and wastewater systems.

Aging Infrastructure

The Village's existing infrastructure is close to the end of its useful life span. Although some infrastructure has been updated over the years, some require improvements or replacement. It is imperative that the Village continue to assess its existing facilities and upgrade them in a timely manner.

Table 1-4 indicates the length and year sewer force mains were built. As indicated, the Village infrastructure began in 1957. Table 1-5 indicates that North Palm Beach has approximately 9,076 linear feet of sewer force main with a useful-life span of less than 0 years. Approximately 196 linear feet of sewer force main have a useful-life Span of 0-5 years, and approximately 1,639 linear feet of sewer force main have a useful-life span of 6-10 years. The Village in conjunction with SUA should evaluate the need for upgrading that infrastructure which has reached, or is near the end of, its useful life span.

Table 1-4: Sewer Force Main Length by Year Built

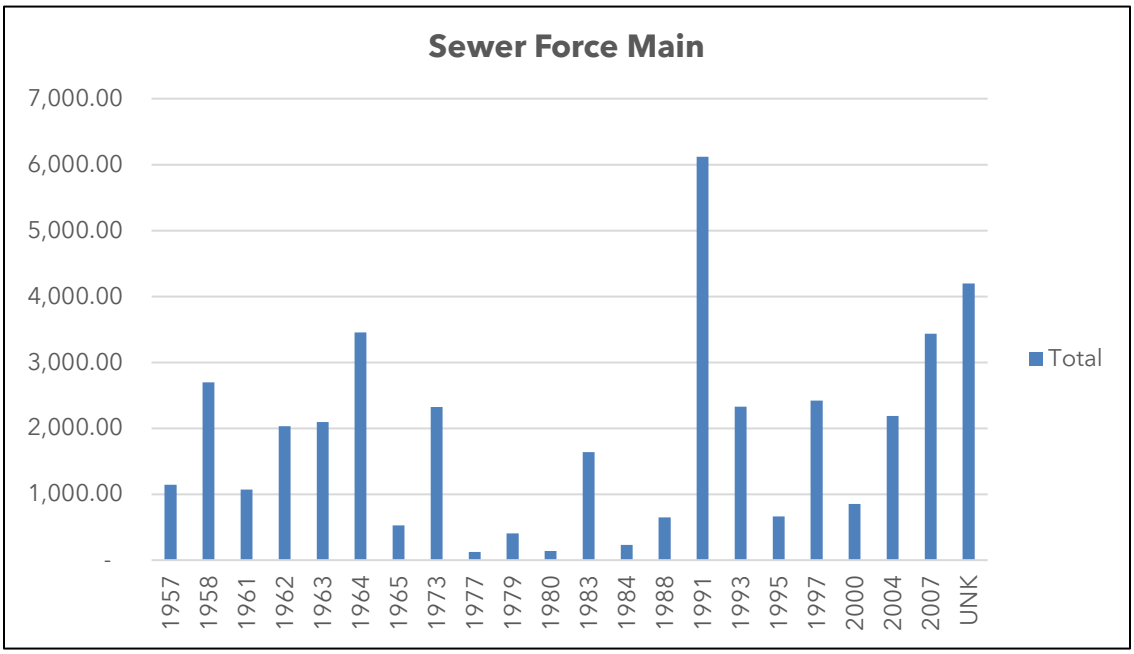
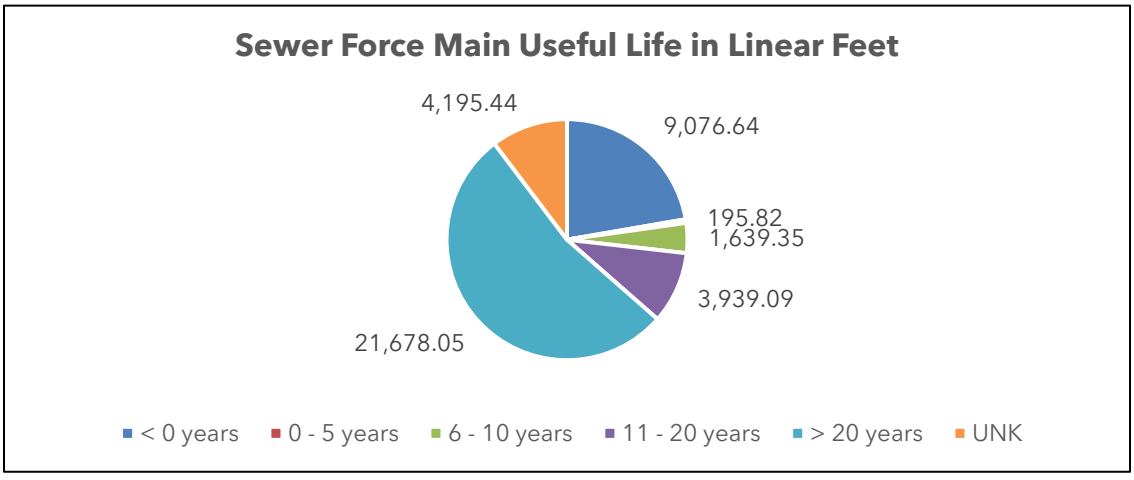


Table 1-5: Sewer Force Main Useful Life in Linear Feet



2024 Stormwater Master Plan

The Village has exhibited fundamental concern for Stormwater management. As a coastal community, the Village is challenged by high groundwater levels, rising sea levels, increasingly frequent intense storms, as well as saltwater intrusion and water quality concerns. The Village strives to improve its stormwater management by supporting both physical assets as well as policies, procedures, and operations in preparation for flooding events, and protecting the Village's groundwater, surface waters, and natural resources.



The purpose of the proposed Stormwater Master Plan is to analyze the Village's stormwater management systems, policies, and procedures to identify areas in need of improvement. The 2023 Master Plan report contains the approach, modeling methodology, and results, as well as proposed recommendations arising from the study.

The scope of this village-wide study included taking inventory of the Village's existing stormwater assets; collecting data from various regional entities and organizations; identifying water quality and regulatory compliance requirements; developing a hydrologic and hydraulic (H&H) model representing current/existing conditions, and two future-time scenarios (2040 and 2070); performing a level of service (LOS) analysis; developing a Capital Improvement Program (CIP); and evaluating the impacts of the CIP on the Village's stormwater utility rates.

Projects

SUA has implemented the following projects within the Village of North Palm Beach over the last 5 years:

- Lighthouse Drive Force Main Replacement
- Lift Station 54 – multiple improvements
- Northlake Boulevard / US 1 Utility Infrastructure Replacement – Phase 1 and Phase 2
- Jasmine Drive to Southwind Drive Force Main Crossing Northlake Boulevard and the C17 Canal and Water Main Crossing the C17 Canal
- Corsair Drive water main replacement

- Marina Drive water main addition
- Lift Station 54 force main replacement route study
- Lift Station 54 force main replacement (phase 1)
- Lighthouse Bridge water main replacement
- Old Port Cove force main

Future utility replacement projects are planned and are dependent on other agency partnerships and the remaining useful life of the infrastructure.

FINAL REMARKS

Based on the existing conditions, trends, and challenges for the 20-year planning period, the Village shall continue to implement specific strategies and policies to maintain and enhance the infrastructure, and plan for future demands such as:

- Continue conservation awareness campaigns and measures, and maintain the current or a lower level of service;
- Continue updating the water supply plan in conjunction with SFWMD's LEC plan;
- Evaluate future solid waste demand;
- Ensure stormwater is adequately addressed throughout the Village;
- Partner with Seacoast to provide clean and sanitary potable water and reclaimed water;
- Prepare for sea level rise; and
- Anticipate and plan for aging infrastructure.

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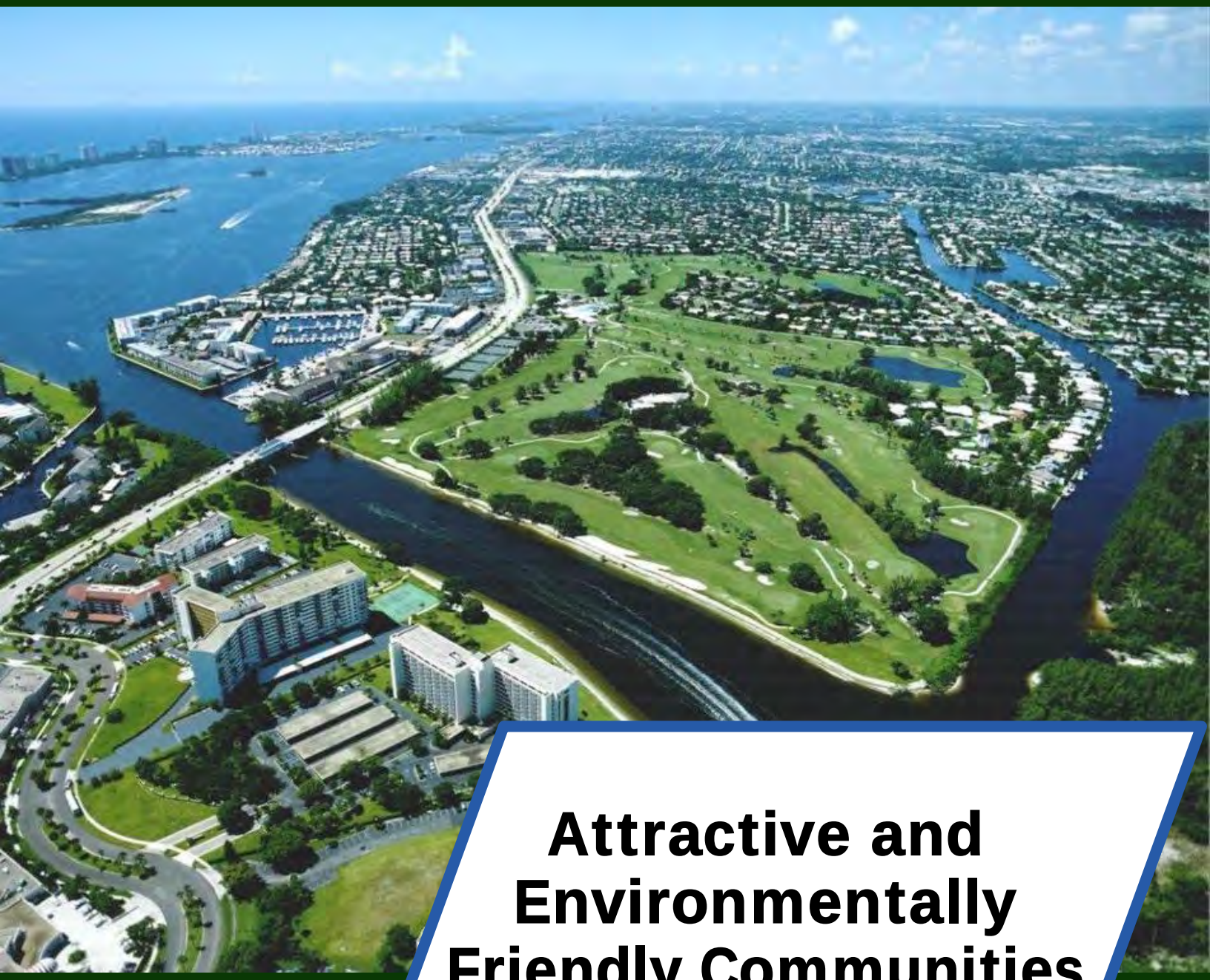

Attractive and Environmentally Friendly Communities

Coastal Management
Conservation
Recreation and Open Space

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Coastal Management

Data and Analysis



Chapter 3: Attractive and Environmentally Friendly Communities

Element 7

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DATA AND ANALYSIS

INTRODUCTION

The purpose of the Coastal Management Element is to plan, promote, manage and protect natural resources. It is important for the Village of North Palm Beach ("Village") to plan for development or redevelopment activities in ways which mitigate or otherwise lessen the disturbance of coastal resources. This Element addresses measures to protect human life and limit public expenditures in areas that are subject to destruction by natural disasters. The Element must be integrated and consistent with the other Comprehensive Plan Elements to address:

- Protection of coastal resources, including wildlife and natural ecosystems,
- Preserving resident quality of life,
- Increasing property resilience to natural disaster hazards,
- Maintaining public access to the waterways including recreational amenities,
- Maximizing economic benefits generated from tourism.

The Village contains many miles of natural and man-made waterways adjacent to both public and private lands. The 1950s canal system design created many waterfront properties with the Country Club, Village Hall and central commercial district along US Highway One separated from other areas entirely by bridges. This large central area is only accessible by two bridges on US Highway One and one bridge on Lighthouse Drive. With all Village waterfront properties developed, a management plan is necessary to ensure flood protections are in place as properties redevelop or seawalls replaced. Establishing regulations of the built environment in and around the waterways is vital to the resilience of the Village during natural disasters.

The data and analysis provided in this report offers the foundation and framework for updating and revising the Goals, Objectives, and Policies of the Coastal Management Element of the Comprehensive Plan.

Coastal Planning Area (CPA)

The Federal Emergency Management Agency (FEMA) has established Flood Insurance Rate Maps (FIRMs) that specify the adjacent land elevation for all coastal areas around the United States to determine potential impact of a flooding event. The Village has numerous flood-prone properties identified on the FIRM maps (OCM- Map 4).

The Coastal High Hazard Area was established as an area particularly vulnerable to the effects of coastal flooding from tropical storm events, specifically the area below the

elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The Coastal High Hazard Area is identified in RCM- Map 2.

The Coastal Planning Area (CPA) is defined as a special planning area within the Village containing properties identified in the Coastal High Hazard Area and require additional planning, regulation, and monitoring for a sustainable future. It also includes properties identified with a potential flood risk on the FIRM maps. Generally, all properties are located within a few hundred feet of a waterway, which covers almost 1,279 acres of the Village as shown in OCM- Map 2.

Coastal Flooding Barriers



The Village contains many types of natural areas near the waterways, including harbors, rivers, estuaries and waterways that are identified on RCM- Map 1. There are four (4) types of coastal barriers within the Village CPA that protect the built environment from flood hazards:

1. Beaches and Sand Dunes
2. Mangroves and other natural shorelines
3. Rip-rap and other manmade shorelines
4. Seawalls

1. Beaches and Sand Dunes

All of the 18.6 acres of beach and dune areas are located within the boundaries of John D. MacArthur Beach State Park (JDMBSP) and are managed by the State of Florida. The JDMBSP Management Plan has been created with the effort to provide access to the general public and also preserve the viability of the sand dunes structures for proper storm surge protection.

Sand dunes are a coastal mound or ridge of unconsolidated sediments found along shorelines with high-energy waves. Vegetation will consist of herbaceous dune forming grass species such as sea oats (Uniola paniculata) and sand cordgrass (Spartina alterniflora). The dunes range from a few feet above sea level to 20 feet tall. They are classified by the JDMBSP Management Plan as “good” in the northern area where some sections have eroded and “excellent” in the southern end where wider sections of dune habitat exist.

The principle threat to the beach and sand dune community is erosion caused by natural storm events. Periodic large-scale beach nourishment projects are regularly used in other areas to counteract the effects of erosion, but are rarely used in the State Park. Typical management activities to minimize erosion include planting of native dune vegetation, removal of exotic vegetation and establishing designated access trails as needed.

2. Mangroves and other natural shorelines

A mangrove swamp is typically characterized as a dense forest occurring along relatively flat, low wave energy, marine and estuarine shorelines. The dominant overstory will include red mangrove (*Rhizophora mangle*), black mangrove (*Avicennia germinans*), white mangrove (*Laguncularia racemosa*), and buttonwood (Conocarpus erectus).



On the western side of the beach dune habitat of JDMBSP, the estuaries of the Lake Worth Lagoon contain brackish water and less consistent wave action resulting in the ability for native plant material to propagate along the shoreline. When waves do occur during storm events, the mangroves bolster the shoreline from soil erosion and block storm surge from encroaching to upland areas. Though the trees can handle occasional wave action, consistent wake from boats within the Intracoastal Waterway, may eventually erode the shore and hinder ability for quality growth of the species.

Lake Worth Lagoon Management Plan has been established to monitor and assess the quality of the estuarine habitat outside of JDMBSP. Mangrove species preservation is of significant concern to Palm Beach County for maintaining fisheries, rookeries, water quality, and shorelines. In the north end, habitat is stable, with 55% of all mangrove habitat occurring within JDMBSP. Overall, mangrove habitat is increasing throughout the central and southern areas of the lagoon due to the development of 42 acres of artificial, intertidal islands that occurred between 2014 and 2020.

3. Rip-rap and other man-made shorelines

Rip-rap simply refers a pile of loose rock and other hard materials accumulated along the shore to prevent upland areas from erosion. They are typically provided in built environments dealing with more wave action than is found in a mangrove habitat.

Depending on the size of the aggregate, marine plant and animal species may use the crevices for shelter and habitat. The spaces behind the rock provide calmer water from wave action and hiding spaces from predators.

In the Village of North Palm Beach, man-made shorelines of rip-rap are typically found along both banks of the Intracoastal Waterway and more natural vegetation, mixed with rip-rap, is typical of the banks of the Earman River. Both of these waterways have experienced erosion, which is specified in the attached Soil Erosion Map (OCON- Map 1).



4. Seawalls and bulkheads

Seawalls and bulkheads are defined as concrete, vinyl or metal structures placed vertically at the shoreline to block all wave action from upland areas. They are typically constructed in areas with consistent wave action and allow upland areas to be utilized immediately adjacent to the waterways. Seawalls and bulkheads lack gaps and texture; therefore, few opportunities exist for native habitats to establish.



Almost all of the residential development within the man-made canals of the Village contain seawalls. Specific land development regulations have been created (Chapter 5, Article 3) to ensure that every new seawall is built above the mean high water line.

Land Uses

Waterway access is available from residential, commercial and public lands. Many of the residential properties along the water rely on the ability to construct docks and boatlifts for personal watercraft storage and use. Marinas additionally offer boat storage for residents that do not live on the water. There are both commercial and public boat ramps available to the residents of the Village, as specified on OCM-Map 3.

The public parks offer fishing, wildlife viewing and recreational swimming on various waterways around the Village. JDMBSP offers the only access to beaches and natural estuary habitats. Map RROS-Map 1 shows the location of the public parks within the Village CPA.

Infrastructure

The Village was designed with a swale system along all publicly maintained roadways. The swales are depressions in the land to collect runoff during a rain event and are sloped in a direction along the roadway to collect in inlets. Multiple inlets consolidate water to outfall pipes along the seawalls. The entire system is gravity fed and requires the water level of the final outfall point to be lower than the pipe. The system is owned and maintained by the Village through funding provided via the Stormwater Management Utility's yearly ad valorem special assessment tax.

Seawalls where the outfall pipes are located are maintained by the Village through a drainage easement. The location varies, but many are located between two homes and tie into the privately owned and maintained seawalls behind single family homes. The effectiveness of the system relies on residents monitoring the movement of their seawalls to assess the need to bolster or reconstruct. The seawall construction standards established in the Code of Ordinances Chapter 5, Article 3 specify the height and materials based on the flood zone of the proposed seawall.

A Stormwater Master Plan has recently been completed by Hazen and Sawyer to analyze the existing stormwater system and identify improvements to enhance the functionality. The study's approach and methodology were based on developing a hydrologic and hydraulic model to simulate the Village's current and future stormwater infrastructure and operations under various conditions. The model's results, paired with knowledge regarding historical areas of flooding concern, including Village staff insights, were used to inform and direct the proposed capital improvements. The models even included sea level rise impacts to the system, in order to ensure the Village can properly identify future areas of concern. The plan proposes improvements to existing swales as

well as installation of pumps in the event the gravity fed system is not handling the water efficiently.



The Village has provided funding for the completion of a vulnerability assessment for all Village facilities and property based on some of the findings in the Stormwater Master Plan and concerns over sea level rise, aging infrastructure, and new Florida Building Code standards.

Natural Disaster Planning

Natural disaster planning in the Coastal Planning Area involves all disasters, including hurricanes, tornadoes, floods, freezes and droughts. Due to the Village's geographic location, the emphasis is directed toward hurricane response, including hurricane preparation and evacuation, post-storm evaluation and clean up, and long-term post disaster redevelopment. As flooding is a key issue in the Village associated with these Natural Disasters and can cause serious damage and potential loss of life, the Village will continue to look for mechanisms to better monitor the "Peril of Flood" strategies as noted in F.S. 163.3178(2)(f).

Hurricanes are classified using the Saffir-Simpson scale as follows:

- Category 1 - Winds 74 to 95 mph;
- Category 2 - Winds 96 to 110 mph;
- Category 3 - Winds 111 to 129 mph;
- Category 4- Winds 130 to 156 mph; and
- Category 5 - Winds 157 mph or higher.

The two largest impacts to the built environment from hurricanes are wind damage and storm surge. Generally, it is the wind that produces most of the property damage associated with hurricanes, while the greatest threat to life is from flooding and storm surge. Storm surge impacts are based on the category of the hurricane. Areas of impact from storm surge are depicted on OCM-Map 5.

Palm Beach County Division of Emergency Management ("Division") plans for natural disaster events through yearly training with the Village of North Palm Beach Public Works and Community Development staff as well as staff from 38 other County municipalities. The Division is also responsible for identifying evacuation routes away from the coastline, coordinating emergency medical services, providing news releases on infrastructure impacts, operation of emergency shelters and coordination of recovery efforts.

Prior to or during hurricanes, the Governor of the State of Florida has the authority to declare an area as an emergency disaster site and therefore, issue evacuation orders for residents of that region. Based on the size of the storm and level of emergency declaration, various zones have been established for evacuations to occur. The routes which residents are required to take have been established by Palm Beach County and are provided in the evacuation route map (OCM- Map 1).There are no emergency shelters established in the Village, but the closest shelter for residents is located at Palm Beach Gardens High School located at 4245 Holly Dr. Palm Beach Gardens, FL 33404.

Post disaster recovery is another important tool required during natural disaster planning. The Village has a post-disaster recovery team established for the immediate identification of hazards such as downed powerlines and fallen trees. The Village Public Works and Fire Rescue Departments deploy crews to clear roads and check on homeowners impacted by flood or wind damage. Once the immediate dangers are mitigated, the Village staff will identify impacts to seawalls and other structures impacted by increased wave action and storm surge.

The Community Development Department will assess damages to both private and public structures. Expedited building permit issuance allows residents to make repairs to roofs, windows, and doors as quick as possible to allow them to safely remain in their homes. Additionally, emergency seawall repairs may be necessary to maintain the structural integrity of the land.

Flood Protection

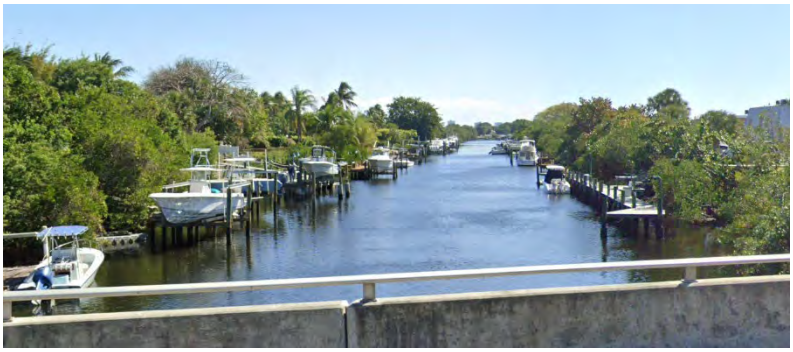
The federal government, State of Florida and Village have regulations in place to mitigate the impacts of flooding events. Additionally, resources are available to compensate residents who suffer impacts to their property. The following programs have been established:

National Flood Insurance Program (NFIP)

The U.S. Congress established the NFIP with the passage of the National Flood Insurance Act of 1968. The NFIP is a Federal program enabling property owners in participating communities to purchase insurance as a protection against flood losses in exchange for State and community floodplain management regulations that reduce future flood damages. Participation in the NFIP is based on an agreement between communities and the Federal government. If a community adopts and enforces a floodplain management ordinance to reduce future flood risk to new construction in floodplains, the Federal government will make flood insurance available within the community as a financial protection against flood losses. This insurance is designed to provide an insurance alternative to disaster assistance to reduce the escalating costs of repairing damage caused by floods to buildings and their contents. The Village of North Palm Beach is a participant in the NFIP.

Community Rating System (CRS)

The NFIP's CRS was implemented in 1990 as a program for recognizing and encouraging community floodplain management activities that exceed the minimum NFIP standards. The rating is given to municipalities based on various metrics to identify the infrastructure, regulations and recovery measures in place to mitigate flood impacts. The rating is given on a 1-10 scale, with 1 being the best score and residents receiving 45% reduction in flood insurance rates. The Village participates in the NFIP's CRS program, and has a 2023 CRS rating of 5. This rating enables North Palm Beach property owners to receive a 25% reduction in their NFIP rates. In addition, the Village is eligible to seek FEMA funds to be used to remedy flooding problems and will continue to participate in activities to comply with NFIP requirements.



Flood Protection Ordinance

In conformance with the requirements of the National Flood Insurance Program, the Village has adopted and enforced regulations governing development in special flood hazard zones through Chapter 12.5 of its Land Development Regulations (LDRs). The Village's LDRs include floodplain provisions and regulations related to buildings and structures, subdivisions, subdivision plats, site improvements, and utilities.

Sea Level Rise

Palm Beach County has joined a regional effort with Miami-Dade, Broward and Monroe Counties known as the South Florida Regional Climate Change Compact ("Compact"). The compact is defined as a "voluntary framework designed to align, guide and support the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable and more resilient region." According to the Compact's 2019 report, sea levels were calculated to rise 10-17 inches by 2040 with the rate of increase accelerating every year. Warming oceans and melting ice sheets and glaciers are increasing the probability of damaging floods from storm surges.

Significant impacts have yet to be seen in many South Florida municipalities outside of king tides, therefore, it is challenging to receive constituent support for public investment in infrastructure or more stringent property development regulations. Many municipalities find difficulty in enacting regulations for the present based on projected impacts decades in the future. The Compact seeks to organize and expedite action items as a collective, with numerous governments providing support to each other.

There are various strategies worth considering by the Village elected officials and staff to address future impacts of sea level rise and mitigate its effects to the existing built environment.

Protection Strategies:

- Maintenance of existing seawalls and bulkheads
- Re-nourishment of beaches
- Protection of vegetated shorelines

Adaptation Strategies:

- Floodproofing of new or existing buildings
- Use of fill to raise elevation of new or existing buildings
- Requirement of additional freeboard for new development
- Increase the building setbacks along the Lake Worth Lagoon or other waterways.
- Relocate vital infrastructure and public facilities to higher elevations.

FINAL REMARKS

The resilience of Village properties and structures during natural disasters are threatened by some factors outside of the Village's control: The loss of mangrove and seagrass habitat throughout the Lake Worth Lagoon, loss of dune stability within JDMBSP, failure of private seawalls, and control of exotic plant and animal species on private properties and adjacent municipalities.

The following recommendations are provided for the Village to consider when planning for future coastal resiliency and may be placed within the policies of the Coastal Management Element. The associated new or amended policy is provided for reference:

- Water quality monitoring and coordination with PBC and JDMBSP for enacting water quality projects within the Lake Worth Lagoon (Policy 2.4)
- Evaluation of seawall stability on public and private lands (Policy 9.4)
- Evaluation of exotic vegetation on public and private lands (Policy 6.3)
- Evaluate the impacts of flooding on existing residential lands. (Objective 10)
- Monitor the current stormwater systems effectiveness and home elevation levels in relation to FEMA FIRM map changes. (Policy 6.1)
- Support installation of living shorelines/ rip rap walls in lieu of seawalls, including oyster beds, to support water quality improvements and habitat restoration. (Policy 2.4)
- Analyze hazardous flood conditions and identify investment and regulation strategies for mitigation (Policy 9.1, 9.2, and 9.3).
- The Village should consider acquisition of at-risk lands as opportunities arise. (Policy 10.1)

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Conservation

Data and Analysis

Chapter 3: Attractive and Environmentally Friendly Communities

Element 8



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DATA AND ANALYSIS

INTRODUCTION

Section 163.3177(6)(d), Florida Statutes, requires local governments to include a Conservation Element providing for the conservation, use, and protection of natural resources within its Comprehensive Plan. The Village of North Palm Beach's (herein referred to as "Village") greatest asset is the miles of waterways permeating most of the neighborhoods. This element will address not only the requirements of the State Statute but also the coastal resiliency measures needed to build along the water.

Urban resiliency has become an important goal for many local governments with the onset of climate change impacts such as rising temperatures, extreme weather events like drought or storms, sea level rise, and large volume precipitation events. Proactive adaptation planning calls for an innovative approach which plans for ecological conditions of the future and characterizes changing conditions along the coast. Conserving existing coastal habitats or encouraging habitats to recuperate where they have been lost can be instrumental in lessening the effects of storm surge, algae bloom events and erosion.

This element has been divided into three (3) sections consistent with the State Statute requirements: Inventory of natural resources, standards for conservation, and current and projected needs for the next 10 years.

INVENTORY AND STANDARDS OF CONSERVATION

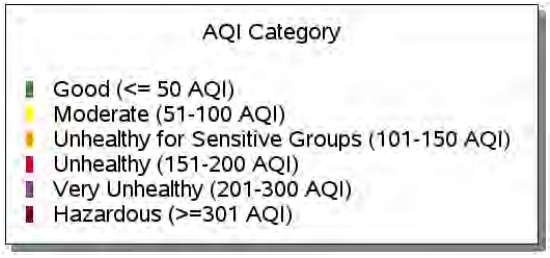
Florida Statute163.3177 (6)(d), requires eleven (11) principles, guidelines and standards for conservation within each municipality. These standards help identify the government agency involved in regulations and establish the procedures, environmental quality and current impacts to each of the listed subsections. Each section addresses the inventory of natural resources within the category and then assess the needs for inclusion in Goals, Objectives and Policies of the Conservation element.

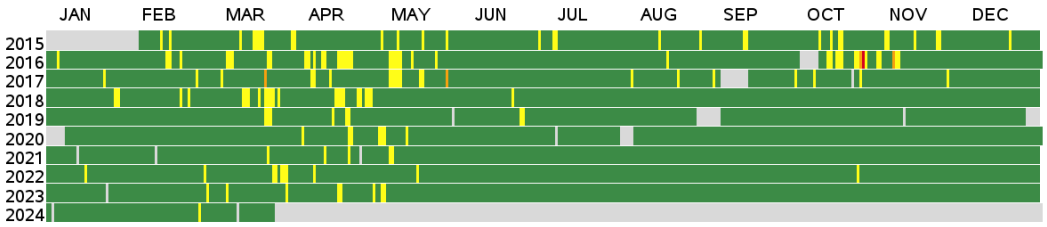
Air Quality

The data collection and protection of local air quality is delegated to multiple governing bodies. Federal, state and county governments all have a stake in the air quality within the Village of North Palm Beach.

At the state and local level, the Florida Department of Health, in Palm Beach County (FDH-PBC) is responsible for maintenance of air quality standards. This department reviews permits for facilities emitting pollutants, conducts inspections, controls open burning, monitors asbestos abatement, and provides technical assistance to residents with indoor air pollution.

At the federal level, the Environmental Protection Agency (EPA) is responsible for the administration of the federal air quality standards and enforcement of the Clean Air Act of 1970. The EPA monitors all harmful substances such as carbon monoxide, sulfur dioxide, total suspended particulates, nitrogen dioxide, ozone, and lead via four (4) air quality collection stations throughout Palm Beach County. Below is the data over the last 10 years at the Lantana station (the closest to the Village). The data is ranked according to the Air Quality Index (AQI) which identifies the overall level of harmful pollutants. Over this period, there are occasional levels of "moderate" or "unhealthy for sensitive groups" days, but the vast majority of days are "good".





Link: https://www.epa.gov/outdoor-air-quality-data/air-data-multiyear-tile-plot

The Village has the ability to assist in ensuring adequate air quality for future generations by supporting various initiatives and programs to reduce the level of local air pollutants. Best Management Practices (BMPs) specified by the EPA and FDH-PBC support the regulation of open air burning, the installation of indoor carbon monoxide detectors, the reduction in individual vehicles emissions, and the encouragement of public transportation options. FDH-PBC has created the Pollution Prevention (P2) Coalition which seeks feedback from various industry representatives from agriculture, to industrial, waste management and power production to identify areas in which individual organizations can reduce emissions at the source and make a substantial impact to the local air quality.

The State of Florida Administrative Code (FAC 62-252.300) requires that all gas stations have a vapor recovery system to reduce the amount of gasoline vapors escaping into the air. Yearly certification of pumps by the Florida Department of Agriculture ensures they are compliant with the requirements. The Village Conservation Policy 1.5 states that the Village will participate in the county wide effort to require the systems and encourage monitoring. Because the State of Florida requires vapor recovery systems to get the pump certified, this policy is no longer needed.

Needs: The Village should develop a working relationship with FDH-PBC to stay up to date on regulations and air quality requirements. Additionally, the Village should implement reduction of greenhouse gas emissions in Village operations, support residents driving less, and identify best management practices for maintaining good air quality.

Water Resources

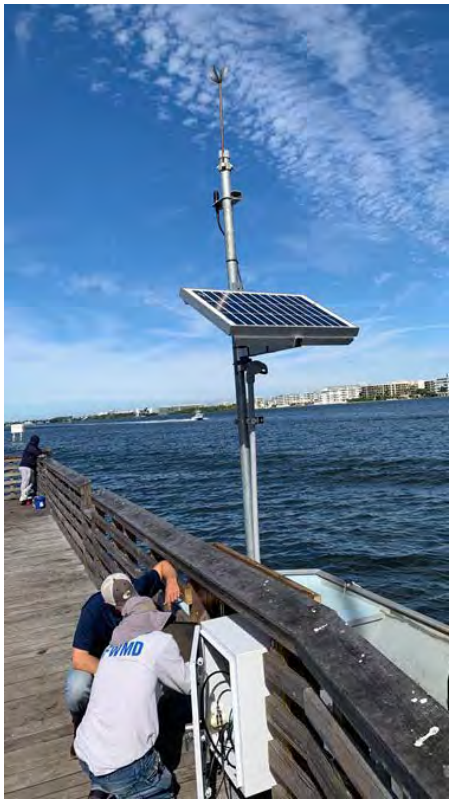
This section is divided between two broad categories: surface and ground water. The surface waters include the Lake Worth Lagoon estuary, Atlantic Ocean, Intracoastal Waterway (ICW), C-17 Canal, residential canals and various drainage ponds. The ground water resources include the Floridan Aquifer and the Surficial Aquifer. Because most of these water resources extend far beyond the municipal limits of the Village, management responsibilities are shared with neighboring municipalities and Palm Beach County.

Surface

John D. MacArthur Beach State Park (JDMBSP) monitors and manages the Atlantic Ocean and the eastern half of the Lake Worth Lagoon within the Village's municipal limits. The State Park Management Plan specifies the habitat resources, water quality and restoration efforts along the beaches and Lagoon. Palm Beach County, the Florida Department of Environmental Protection (FDEP), and the South Florida Water Management District (SFWMD) provide various regulations, monitoring stations and planning efforts to regulate water quality within the navigable waterways of the Village.

The Lake Worth Lagoon Management Plan was created by Palm Beach County Environmental Resources Management Department (PBC-ERM) in July 2021 to evaluate the entire Lake Worth Lagoon and plan for its future. In terms of water

quality trends, the level of pollutants has decreased over the entire Lagoon, though it varies by location. There are three (3) major points of freshwater discharge into the Lagoon. The first is the C-51 Canal, between West Palm Beach and Lake Worth Beach which contributed to the most pollution. The second is the C-17 canal, also known as the Earman River, which outflows run off from industrial areas in West Palm Beach, Riviera and Lake Park before exiting to the Lagoon north of Northlake Blvd. The third is the C-16 canal collecting runoff from residential areas in Boynton Beach.



Monitoring stations are located around Munyon Island, the ICW and C-17 Canal to identify various levels of toxins and turbidity. The data is then used by the Village to satisfy the requirements of the National Pollutant Discharge Elimination System (NPDES) operated by FDEP. The Village is held accountable for the quality of the waterways and monitors all development activities near the water for compliance with required pollution levels.



Village of North Palm Beach has established a fertilizer friendly ordinance, specified in Chapter 27, Article IV of the Village Code of Ordinances. The Village should continue to encourage the reduction in residential use of fertilizers during the wet season to reduce runoff to the waterways.

The Boats can also affect the water quality with gas and oil leaks, sewage discharge, and littering. Though sometimes difficult to enforce, the Village Police Department monitors the waterways for violations related to overt pollution acts by a vessel.

Additionally, the Village restricts live-aboard boats, which will consistently discharge sewage to the waterways if not moved.

Ground

Seacoast Utility Authority (SUA) is the potable water and sewer provider for all properties within the municipal limits of the Village. SUA creates a water supply plan, as required by Florida Statute Section 163.3177(6)(c) 3, in conjunction with the SFWMD every 5 years to address the changes in demand and supply. The Village is currently in the process of updating its water supply plan in coordination with the recently adopted updates to the SFWMD data from 2023.

Wellfield protection zones have been established by Palm Beach County in areas near water intake wells as set forth in Article 14.B.6 of the County Unified Land Development Code. The Environment Resource Management Department has specified uses that are permitted within four (4) zones at varying distances to the wells and reviews all new land uses within these areas.

The zones have been mapped based upon travel time contours and one-foot drawdown contours. They are generated using a contaminant transport computer model that simulates pollutant movement using particles released around wells.

Zone one (1) is identified as the land between the well and a contour of 30 day travel time, Zone two (2) is between 30 day and 210 days, Zone three (3) is 210 days to 500 days and Zone four (4) is over 500 days, but within the one-foot drawdown.

All new development requires permitting and subsequent monitoring for compliance through Palm Beach County. SUA operates a water intake and treatment facility to the immediate west of the Village's municipal limits, but there are no intake wells within municipal limits. Many properties between Prosperity Farms Rd and Alternate A1A are within Zone four (4). Only properties on the west side of Alternate A1A are located within Zones Two and Three. A wellfield protection zone map has been created for reference (RCON-Map 1)

Needs: The Village should work with SUA to analyze potential pollutant discharges from underground tanks, sewage lines, and gas lines throughout the Village. All pollution measurements should be taken to identify sources, and then restrict them through regulation. Residential lawn pesticides and fertilizers, as well as stormwater runoff from pools and patios result in higher levels of pollutants. Educational efforts to residents, as well as increased regulations and monitoring are supported. The

Lake Worth Lagoon Management Plan specifies the creation of stakeholder groups, increased monitoring of water quality and establishing BMPs to better the quality of the waterways.

Emergency Conservation of Water Resources

The South Florida Water Management District Water Shortage Plan has been created for the planning of potential impacts to the water supply in times of drought, infrastructure losses or other natural disasters. The Village will be required to follow the Water Shortage Plan, as well as direction from SUA as the water utility provider, in times of emergency.

Conserve Soils

The United States Geological Survey maintains data on the underlying soils of the Village as reflected in RCON-Map 2 attached. The developed area of the Village is mainly comprised of Arents (40%), Quartzipsamments (22%), and Basinger (11%), with smaller pockets of various other soil types, including muck and tidal soils within MacArthur State Park.

Erosion Factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Generally, east of Prosperity Farms road, the soils have a K-Factor of 0.02, the lowest score possible. The Basinger soils to the west of Prosperity Farms Rd. have a slightly higher erosion factor of 0.05. Though erosion levels of the soil, type is low, shorelines and elevation changes will erode during storm events. The banks of the Earman River are much high than the water level. Where there are not mature plant, material to keep the banks stabilized, erosion has been identified to varying degrees. Lakeside Park often sees erosion of the natural shoreline after storm events and the Village has recently bolstered the dune with native grasses. A map has been created to identify the areas of erosion, OCON-Map 1.

No commercially valuable minerals are being mined or extracted in the North Palm Beach Planning Area. Some concentrations of coquina, dolomite, and sand exist below the surface but are located in developed areas.

Needs: The Village should continue to identify the hazards involved with soil erosion near the waterways. Though there is not much terrain or soils with high K factors, storm events can erode seawalls and embankments. There are no significant mining

or agricultural operations within the Village limits that would diminish soil quality over the long term.

Wildlife Habitats

The only areas of natural habitat are located within the JDMBSP and the waterways. The JDMBSP management plan lists the following endangered species within its boundaries:

Reptiles

- Loggerhead sea turtle (Caretta caretta)
- Green sea turtle (Chelonia mydas)
- Leatherback sea turtle (Dermochelys coriacea)
- Gopher Tortoise (Gopherus polyphemus)

Mammals

- Florida Manatee (Trichechus manatus latirostris)

Birds

- Woodstork (Mycteria americana)
- Piping plover (Charadrius melodus)
- Little blue heron (Egretta caerulea)
- Reddish egret (Egretta rufescens)
- Snowy egret (Egretta thula)
- Tricolored heron (Egretta tricolor)
- Swallow-tailed kite (Elanoides forficatus)
- White ibis (Eudocimus albus)
- Merlin (Falco columbarius)
- Peregrine falcon (Falco peregrinus)
- Southern bald eagle (Haliaeetus leucocephalus)
- Worm-eating warbler (Helmitheros vermivorus)
- Osprey (Pandion haliaetus)
- Brown pelican (Pelecanus occidentalis)
- Black skimmer (Rynchops niger)
- American redstart (Setophaga ruticilla)
- Least tern (Sterna antillarum)

Fish

- Mangrove rivulus (Rivulus marmoratus)

The Village should support the continued designation of Manatee Protection Zones in the ICW and surrounding waters and the posting of manatee warning signs informing boaters that this species may be present. There are two State established Manatee Protection Zones that make up the waters of the Lake Worth Lagoon which require boaters to operate at lower speeds. These zones are defined in Chapter 68C-22.009, Florida Administrative Code. The Village is frequently used by the Florida Fish and Wildlife Conservation Commission and other agencies as an area for rehabilitated manatees to be released back into the wild.



There are six imperiled plants found within the Village limits, according to the JDMBSP Management Plan:

1. Golden leather fern (Acrostichum aureum)
2. Sea lavender (Argusia gnaphalodes)
3. Johnson's seagrass (Halophila johnsonii)
4. Burrowing four-o'clock (Okenia hypogaea)
5. Hand Fern (Ophioglossum palmatum)

Needs: Although the Village does not own and operate any natural area, many of the listed species of concern above will travel throughout the area and roost on the golf course or wade in the retention ponds. The Village should evaluate all potential locations of nesting birds, gopher tortoise burrows, or endangered plants on Village property and support their survival. All new development and redevelopment of existing properties should incorporate native plant materials to serve as habitat for native species.

Natural Areas

There are no natural areas within the municipal limits owned and maintained by the Village, but a significant area of JDMBSP is comprised of maritime hammock, beach

dune, and mangrove swamp habitats that are preserved by the State of Florida and designated as Conservation on the Village's Future land use RFLU-Map 1.

Beaches and Sand Dunes

All of the 18.6 acres of beach and dune areas are located within the boundaries of John D. MacArthur Beach State Park (JDMBSP) and are managed by the State of Florida. The JDMBSP Management Plan has been created with the goal of establishing processes for providing access to the general public while also preserving the viability of the sand dunes for storm surge protection.



Beach dune is a coastal mound or ridge of unconsolidated sediments found along shorelines with high-energy waves. Vegetation will consist of herbaceous dune forming grass species such as sea oats (Uniola paniculata) and sand cordgrass (Spartina alterniflora). The dunes range from a few feet above sea level to 20 feet tall. They are classified by the JDMBSP Master Plan as good in the northern area where some sections have eroded and excellent in the southern end where wider sections of dune habitat exist.

Maritime Hammock

Maritime hammock is a coastal evergreen hardwood forest occurring in narrow bands along stabilized coastal dunes. Canopy species will typically consist of live oak (Quercus virginiana), red bay (Persea borbonia), and cabbage palm (Sabal palmetto). The canopy will typically be dense and often salt spray pruned. Understory species may consist of yaupon holly (Ilex vomitoria), saw palmetto (Serenoa repens), and/or wax myrtle (Myrica cerifera). Herbaceous groundcover will be very sparse or absent.

Mangrove Swamp

A mangrove swamp is typically characterized as a dense forest occurring along relatively flat, low wave energy, marine, and estuarine shorelines. The dominant overstory will include red mangrove (Rhizophora mangle), black mangrove (Avicennia germinans), white mangrove (Laguncularia racemosa), and buttonwood (Conocarpus erectus).

The estuaries of the Lake Worth Lagoon contain brackish water and less consistent wave action resulting in the ability for native plant material to propagate. The majority of this habitat is found within JDMBSP, but there are several instances of small mangrove clusters, such as the south shore of Anchorage Park along the Earman River.

Local Government Cooperation

The Lake Worth Lagoon is the only natural resource shared by other local municipalities and requires similar regulations to preserve the ecosystem and environmental benefits. The Lagoon is approximately 20 miles long. Palm Beach County coordinates the Lake Worth Lagoon Management Plan, last updated in July of 2021. The Plan seeks to connect stakeholders, initiate best management practices, monitor pollutant sources, and manage freshwater inflows. The Village should continue to support actions specified in the Lagoon Management Plan, especially as they relate to Village owned properties by encouraging the planting native of vegetation and restoring habitat where feasible.

Environmentally Sensitive Lands



There are no environmentally sensitive lands owned by the Village, but JMDBSP lands have a conservation designation according to the Future Land Use Map and have been identified on the Bays, Harbor, Rivers, Estuaries and Drainage Basins Map (RCM-MAP 1). Within the Lake Worth Lagoon, seagrass habitat has been destroyed by boat traffic and dredging over many years. Seagrass is one of the main food sources for manatees and a stable supply is crucial for their population survival. Additionally, seagrasses are effective in removing pollutants and excess nutrients from the water. The Lake Worth Lagoon Management Plan has established seagrass monitoring locations to assess the stability of the habitat. The latest management plan reported slightly declining seagrass areas over the period of 2013 to 2018.

FDEP has established dredging and development rules in 62-330, Florida Administrative Code. All proposed private and commercial docks shall submit a request to FDEP staff to analyze impacts to the existing seagrass beds. Each permit

is reviewed on a case-by-case basis to allow marine vessel access to an upland property, while preserving the maximum amount of seagrass.

Hazardous Waste

FDH-PBC Hazardous Waste Program provides services to protect the citizens and visitors of Palm Beach County from adverse health effects attributable to improper generation and disposal of hazardous waste. Waste is classified as hazardous waste if it is specifically listed by EPA, or if the waste exhibits one or more of the following characteristics: ignitability, corrosiveness, reactivity, or toxicity. This program provides oversight of the generation and management of hazardous waste in Palm Beach County. Commercial facilities such as automotive body and repair shops, dry cleaners, laboratories, and hospitals generating hazardous waste are inspected for compliance and permitted through the County.

	Business	Owner	Address	Remediation Status
Dry Cleaners	L & M Dry Cleaners	John D Bols Separate Property Trust	210 US Highway 1	Open
	Sun Cleaners	Crystal Cove Commons, LLC	1201 US Highway 1	Hold
Automobile Service Station	Rocket Fuel	Izquierdos, LLC	100 US Highway 1	Active
	Mobile 1 Lube Express	Surfside Realty Group	9012 Alternate A1A	Active
	North Palm Beach Public Works	Village of North Palm Beach	645 Prosperity Farms Rd	Active
	Wheel Inn Seventy Six	Benjamin Private School, Inc.	11011 US Highway 1	Active

Source: Florida Department of Environmental Protection

There are no superfund sites within the municipal limits of North Palm Beach, but there are six (6) sites identified by FDEP as active in remediation efforts of various contaminants discharged on the property. The properties include two (2) dry cleaners and four (4) are automobile service stations. The properties deemed "active" are annually monitored by FDEP to confirm on-going compliance to a site that had previous violations. The "open" status means actions are currently being taken to remediate a contaminant.

Wetlands

There are no freshwater wetlands within the municipal limits according to the SFWMD, but there are three mangrove swamps established with a conservation easement: 1) The tidal waters of the Sanctuary Cove Apartments (1000 Sanctuary

Cove Dr), 2) an easement encompassing the south shoreline of Anchorage Park; 3) the entirety of JDMBSP.

Land Uses

The Village has established a Conservation land use category that applies only to the JDMBSP. The intent of this land use category is to conserve or protect natural resources of environmental quality. The following uses are permitted within this land use category:

1. Passive recreation;
2. Flood control;
3. Protection of quality or quantity of ground water or surface water;
4. Floodplain management;
5. Fisheries management;
6. Protection of vegetative community or wildlife habitats;
7. Residential and administrative buildings for the protection of the OS district;
8. Single-family dwellings with accessory buildings customarily incidental thereto.

All other future land uses allocate density and intensity to parcels of land. The Village should seek to locate compatible land uses adjacent to natural areas, parks and areas with potentially sensitive species. Uses such as gas stations, concrete plants, and industrial storage facilities known to cause environmental impacts should be restricted to areas away from Wellfield Protection Zones and waterways as much as feasible.

FINAL REMARKS

The following categories have been provided as a summary of the recommended additions to operations or policies within the Village of North Palm Beach:

Protecting Air Quality

- Eliminate open air burning, including yard waste and trash;
- Encourage reduction of fossil fuels in all Village operations;
- Coordination with other municipalities and government agencies, including FDH-PBC, to reduce airborne particulates within Village limits.

Protecting Water Quality

- Work with Palm Beach County to enact the recommendations of the Lake Worth Lagoon management Plan;
- Monitor the Village's stormwater system and enact updates in accordance with the stormwater master plan.
- Contribute to the NPDES reporting and reduction of pollutants in the waterways;
- Encourage less fertilizer usage from residential and village facilities along waterways.

Protection of Soils

- Discourage harmful land uses that could cause chemical leaks and other hazardous spills;
- Aid PBC ERM in monitoring uses within wellfield protection zones;
- Enact erosion control measures along Village shorelines.

Protection of Habitat

- Continue to support the environmental education and habitat management programs at John D MacArthur Beach State Park;
- Support the increase of seagrass populations by limiting dredging and development within known areas;
- Support the efforts of the Lagoon Management Plan where feasible;
- Encourage slow speeds for manatees throughout the Village waterways;
- Planting of native species for habitat restoration on Village properties

Overall development patterns

- Discourage incompatible land uses near the waterways and wellfield zones;
- Monitor potential hazardous waste sites;
- Encourage natural area preservation, as opportunities arise, during the entitlement process for all development.

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Recreation and Open Space

Data and Analysis

Chapter 3: Attractive and Environmentally Friendly Communities Element 9



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DATA AND ANALYSIS

INTRODUCTION

The Village of North Palm Beach ("Village") was established in 1956 as an award winning master-planned community, containing three neighborhood parks within single family neighborhoods. By 1963, the municipal golf course was established and over the decades, additional facilities have been included to further bolster the quality of life for the residents of the Village.

The recreational facilities owned and operated by the Village currently total 198 acres, including the Community Center, the North Palm Beach Country Club, and Anchorage, Lakeside and Osborne parks. Forty-seven (47) acres are maintained by the Leisure Services Department which was created in 2022 as a combination of the Library and Parks & Recreation Departments. The Leisure Services Department is funded entirely by the general fund, generated from taxes and service fees levied by the Village. Grant funding is available for specific maintenance and facility upgrades but varies by year. For fiscal year 2023, Leisure Services expended $2,893,594.

The North Palm Beach County Club totals 151 acres and is a publicly accessible golf course owned and operated by the Village. The Country Club Department maintains the 18-hole golf course, clubhouse, community pool and tennis center. Funding is entirely through user fees, memberships and sales of food and equipment at the clubhouse.

The Village's advantageous location along the Intracoastal Waterway and the Lake Worth Lagoon provides many opportunities for residents to participate in the outdoors and experience the tropical climate of South Florida. Many of the Village's facilities lie along the waterways with access to swimming, fishing, boating and wildlife viewing contributing to the Village's motto, "the best place to live under the sun".

INVENTORY OF RECREATION AND OPEN SPACE FACILITIES

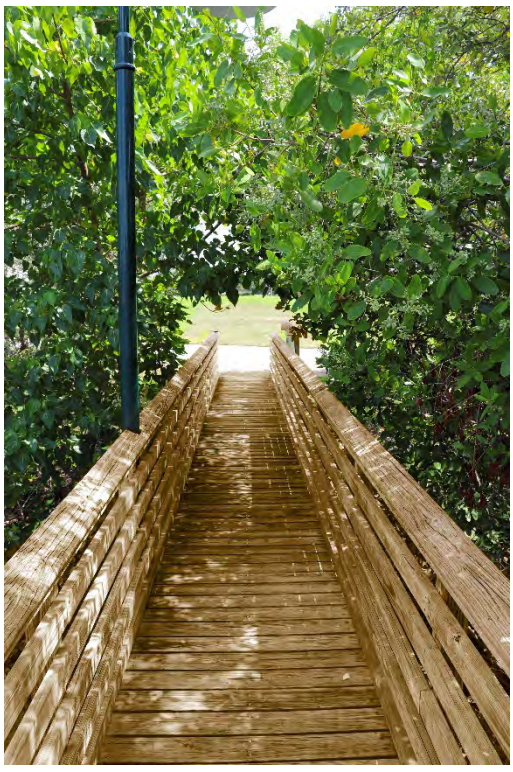
The following inventory of parks, open spaces, and recreation facilities is prepared in compliance with state requirements (Florida Statute 163.3177). The Village's classifications are comparable to both Palm Beach County and the State of Florida classifications for open space and recreation, and provide for the necessary modifications tailored to the unique features of the community and the Leisure Services Department's operations. The Recreation and Open Space Element of the Palm Beach County Comprehensive Plan was most recently updated by way of Ordinance Number 2012-22, effective 08/31/12. The element recognizes four (4)categories of public

recreation: Countywide(Regional, Beach and District), Local-Level(Community and Neighborhood), Open Space, an d Recreational & Cultural.



The Village of North Palm Beach maintains a variety of recreation opportunities over 198 acres of park land located within the Village. The Village's parks and recreational facilities consist of athletic fields, community centers, parks & open spaces, playgrounds, beaches, a community garden and waterway access for boating and fishing. RROS-Map 1 reflects the location of all public recreation and open space facilities in the Village. The following inventory of the existing Village facilities are categorized into four (4) sections (Parklets, Neighborhood & Community Parks, Regional Parks, and Other) ranging in level of services provided and number of patrons anticipated to be served as well as level of Village involvement in managing the services. All property sizes were provided by the Palm Beach County Property Appraiser.

Parklets



Parklets are generally defined as facilities less than one (1) acre in size and provide a basic level of service with passive recreational activities. Typically located within residential neighborhoods to serve the immediate residents, these facilities may be maintained by the Village or private entities, but open to the general public. There are no active recreational uses, but they serve as green spaces to sit or walk within. There are currently two (2) properties within the Village that operate as a parklet: Prosperity Village Open Space and Monet Road Open Space. Prosperity Village Open Space contains a bench while Monet Road Park has no definable facilities.

Both properties are further specified in Table ROS-1 below:

Table ROS-1

Open Space	Acreage	Benches
Prosperity Village	0.07	1
Monet Road	0.15	--
Total	**0.22**	**1**

Neighborhood and Community Parks

Neighborhood and Community Parks are defined as facilities over one (1) acre in size and are located along collector roads with parking areas to capture a larger portion of the population than persons residing in the immediate vicinity. These properties may have athletic fields for organized sports as well as restrooms. They will typically serve a larger neighborhood or multiple small neighborhoods. All operations are open to the general public and maintained by the Village of North Palm Beach. There are currently six (6) facilities that meet the definition of Neighborhood & Community Parks, including the Country Club pool and tennis facilities used by residents daily and operate similarly to the other neighborhood and community parks.



Table ROS-2 specifies the amenities at each park facility. Clarification of some of the categories is provided as follows. All courts are outdoor. The Swimming Pool is accessible for an entrance fee. Memorials are defined as having a plaque, small plaza, bench and flagpole. Indoor Multipurpose Space is defined as a room available for use for indoor sports, exercise classes, or organized events. The Community Center has wooden court flooring that can be used for various sports such as, but not limited to indoor basketball , volleyball, and badminton. The facilities at Anchorage Park and Osborne Park are much smaller and geared towards group classes and activities. Trails may be mulched or paved and can include fitness equipment.

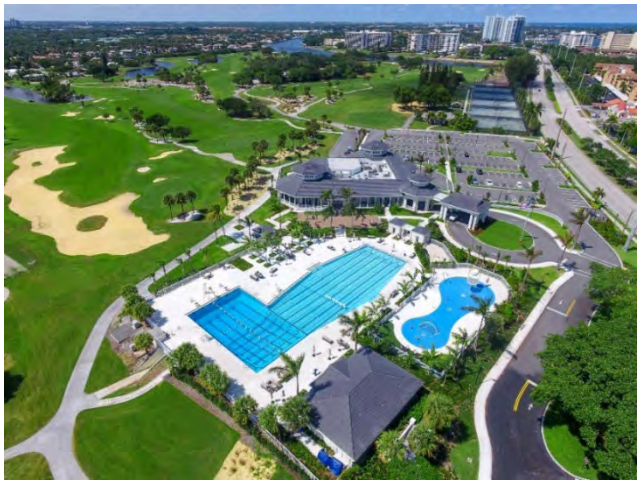


Table ROS-2

Facility	Acreage	Playground	Tennis Court	Basketball Court	Volleyball Court	Soccer/ Football Field	Baseball/ Softball Field	Swimming Pool	Boat Ramp/ Kayak Launch	Fishing Dock
Anchorage Park	21.5	1	2	--	4	--	1	--	1	2
Lakeside Park	5.7	1	--	1	1	--	--	--	--	1
Osborne Park	6.9	1	--	1	--	--	2	--	--	--
Veterans Park	0.4	--	--	--	--	--	--	--	--	--
Community Center	12.7	1	--	3	1	3	1	--	--	--
Country Club Tennis and Pool	6.0	1	10	--	--	--	--	1	--	--
Total	**53.2**	**5**	**12**	**5**	**6**	**3**	**4**	**1**	**1**	**3**

Facility	Memorial	Dog run	Pavilion	Community Garden	Batting Cage	Racquetball/ handball	Indoor Multipurpose space	Ampitheater	Restrooms	Trails
Anchorage Park	--	3	9	--	--	--	1	--	2	1
Lakeside Park	--	--	2	--	--	--	--	--	--	1
Osborne Park	1	--	2	1	2	6	1	--	2	--
Veterans Park	1	--	--	--	--	--	--	1	--	--
Community Center	--	--	1	--	--	--	1	--	3	1
Country Club Tennis and Pool	--	--	2	--	--	--	--	--	2	--
Total	**2**	**3**	**16**	**1**	**2**	**6**	**3**	**1**	**9**	**3**

Regional Facilities



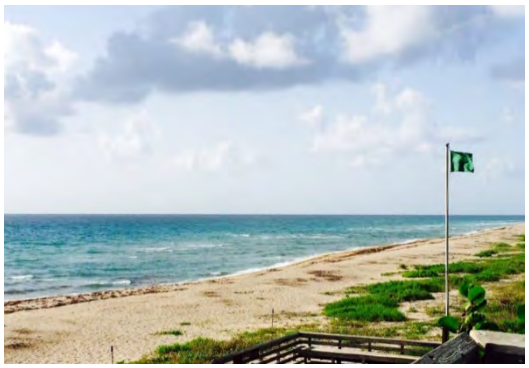
Regional facilities are defined as facilities over ten (10) acres in size and serving a as a destination for residents of Northern Palm Beach County. Though these types of parks typically contain large athletic fields, or nature trails, the Village's single Regional Facility is the North Palm Beach Country Club. The 18-hole

golf course is owned by the Village and operated by the Country Club Department with paid entry to the general public. Near the golf course is a practice putting green, chipping green and driving range. Players also have access to a pro-shop and locker rooms. Reduced fees to use the course are available to residents and individuals with memberships. The clubhouse was rebuilt in 2019, after over 60 years in operation. The new building includes a restaurant and event venue overlooking the golf course.

Table ROS-3

Facilities	Acreage	Golf Course	Trails	Restaurant	Restrooms
North Palm Beach Country Club	144.9	1	1	1	3
Total	**144.9**	**1**	**1**	**1**	**3**

Other Parks





John D. MacArthur Beach State Park (JDMBSP) is the only public recreational facility within the municipal limits of North Palm Beach, not operated by the Village. Though similar to a Regional Facility, serving as a destination for residents of northern Palm Beach County, JDMBSP receives separate funding and is regulated by the State of Florida. The Florida Department of Environmental Protection created a John D. MacArthur Beach State Park Management Plan ("Management Plan"), last updated on August 26, 2020. The Management Plan establishes an inventory of habitat and facilities, specifies programs for habitat preservation and public outreach, and outlines upgrades to facilities over time. There is an individual entrance fee for the general public. Memberships to all of Florida State Parks are available as well. Table ROS-4 specifies the many unique amenities offered in the park, including a nature center, kayak & paddleboard rentals, nature trails and beach access.

Table ROS-4

Facilities	Acreage	Playground	Swimming-open water	Boat Ramp	Fishing	Kayak/ Paddleboard	Trails	Pavilion	Restrooms
John D. McArthur Beach State Park	436.39	1	1	2	3	1	5	8	5
Total	**436.39**	**1**	**1**	**2**	**3**	**1**	**5**	**8**	**5**



OTHER RECREATIONAL FACILITIES

Schools

There are three (3) schools with athletic facilities within the municipal limits of the Village of North Palm Beach as reflected on the Schools Map (RROS-Map 2). The Conservatory School is the only public school, serving students in kindergarten through 8th grade. St. Clare Catholic School and the Benjamin School are both private, serving students in Pre-K-3 to 8th grade and kindergarten to 8th grade respectively. There is currently an agreement only with the Conservatory School for mutual usage of their facilities. Agreements are common between local governments and the Palm Beach County School District, but less common with private schools. The indoor gymnasiums specified in the table are similar to the Village Community Center Indoor multipurpose space, which may include basketball, volleyball, etc. The basketball courts column is specifically limited to those provided outdoors. Where multiple playgrounds are provided, they are for different age groups.



Table ROS-5

Facility	Acreage	Playground	Indoor Gymnasium	Basketball court	Soccer/ Football field	Baseball/ Softball field
Conservatory School (Public K-8)	9.9	2	1	2	--	1
The Benjamin School (Private, K-8)	14.7	2	1	3	1	--
St. Clare Catholic School (Private PreK-8)	15.9	1	1	2	1	1

Private-Residential

Private recreation is defined as recreational facilities provided by independent residential developments. Many citizens have their recreational needs met in their neighborhood by private recreation amenities. An awareness of private recreational supply is a meaningful consideration to public recreational planning and service delivery. It should also be noted that the Village is supportive of these private facilities.



Streets and Sidewalks

Sidewalks provide a commonly used, but often forgotten, recreational amenity to most of the residents. All of the single family neighborhoods have sidewalks provided along at least one side of the street. Pedestrian accessibility is key to providing accessible parks and recreation facilities. If provided within the public right-of-way, the Village ensures the sidewalks are cleared of debris and, unimpeded by vehicles, and fixes cracks from adjacent trees. Though the street edges are designed as swales for stormwater drainage, certain species of trees are permitted and provide beneficial shade to pedestrians. The full list of allowed trees, subject to locational approval by the Public Works Director, is available in Section 27-18 of the Village Code of Ordinances.

Waterways

North Palm Beach was designed to provide waterway access to as many residents as possible, whether they live on the water or near it. Lakeside Park, Anchorage Park, the Golf Course, and JDMBSP all front a different waterbody with varying levels of usability. Lakeside Park has a beach, but no swimming or boat launching. Anchorage Park has

boat launching for motorized vessels, kayaks and the North Palm Beach rowing club with a fishing dock.

Though the Village maintains the residential canals through various dredging efforts, individuals are allowed to clear the area around a mooring location immediately adjacent to their property, subject to applicable local, state and federal laws. The Intracoastal Waterway main channel is maintained by the Florida Inland Navigation District. The Lake Worth Lagoon is monitored for various water quality metrics and habitat conditions by the State of Florida within JDBMSP and by Palm Beach County elsewhere. The Earman River is maintained by South Florida Water Management District for stormwater control. Through this intergovernmental joint effort in maintenance, the waterways are navigable, clear of debris and monitored for safe usage by the general public.

EXISTING CONDITIONS

The Village currently maintains 198.1 acres of neighborhood and community parks as well as the North Palm Beach Country Club (Table ROS-6). With 12,862 residents estimated in 2022 per Palm Beach County Planning Division, there is a current ratio of 15.4 acres of park lands per 1000 residents. An overall list is provided below.

Table ROS-6

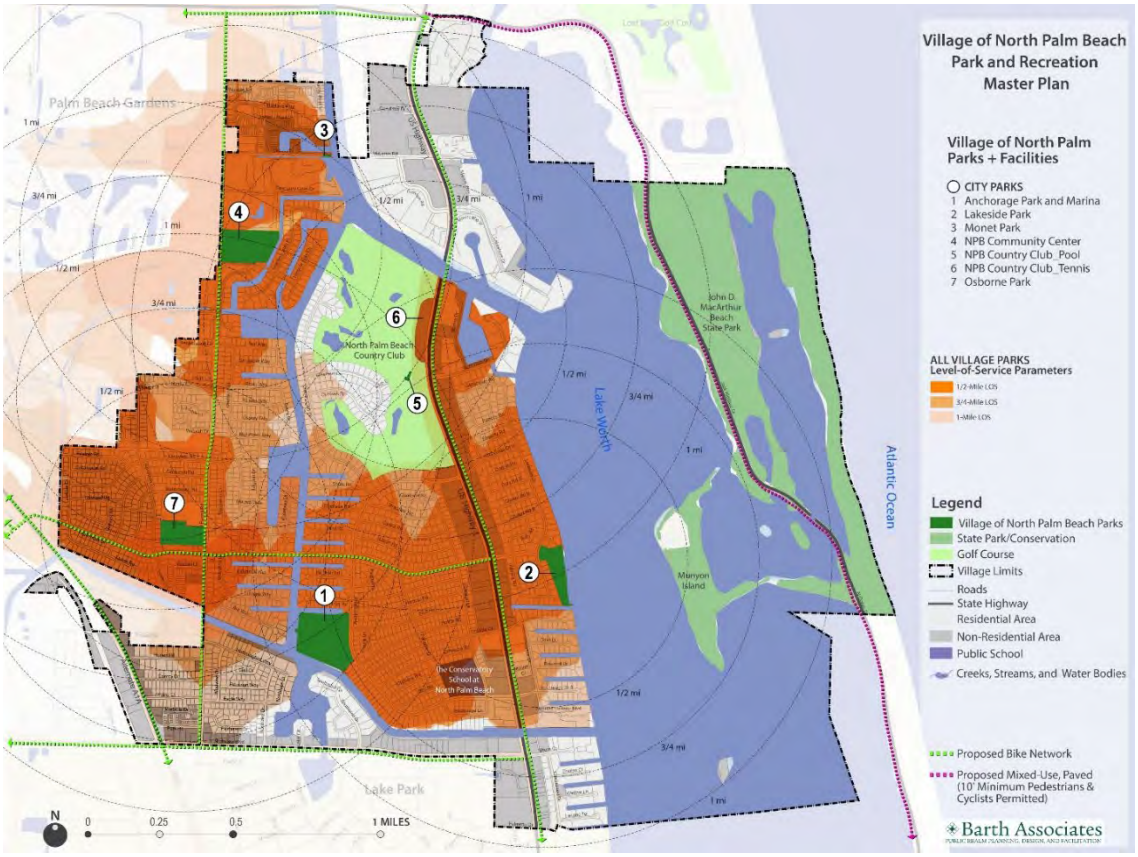
Facilities	Acreage
Anchorage Park	20.6
Lakeside Park	7.0
Osborne Park	6.9
Community Center	12.7
Veterans Park	0.4
Country Club Tennis and Pool	5.2
North Palm Beach Country Club	145.7
Total	**198.5**



A needs assessment was completed in 2021 by Barth Associates to identify existing facilities and potential expansion of services. An online survey was sent out to all residents with 751 participating. Additionally, interviews and focus group meetings were conducted with 61 participants. The findings were presented to the Village Council on November 18, 2021. The following information has been taken from the needs assessment.

The existing Level of Service (LOS) for the Village was established as the ratio of all public park spaces (minus the golf course) per 1,000 residents (using 2020 census data). The LOS was identified as 4.4 acres per 1000 residents. It was noted the National Recreation and Parks Association (NRPA) has established a median benchmark of municipalities at 6.8 acres per 1,000 residents making the Village deficient by 2.4 acres per 1,000. Map 1, below, was provided as part of the needs assessment to specify the location of all neighborhood parks (dark green). The traveling distance for residents to access neighborhood and community parks is specified in orange. The dark orange areas have sufficient access to a local park, while the light orange areas would have to travel over one-half mile. The deficient properties are located south of the Earman River and north of the Intracoastal Waterway, but many of these are multifamily residential communities with private recreational facilities.

Map 1



There were 4 key recommendations provided by the needs assessment: Create a bicycle and pedestrian master plan to better connect facilities, increase certain amenities per the survey of residents, further maintain the parks by upgrading structures, and provide special events.

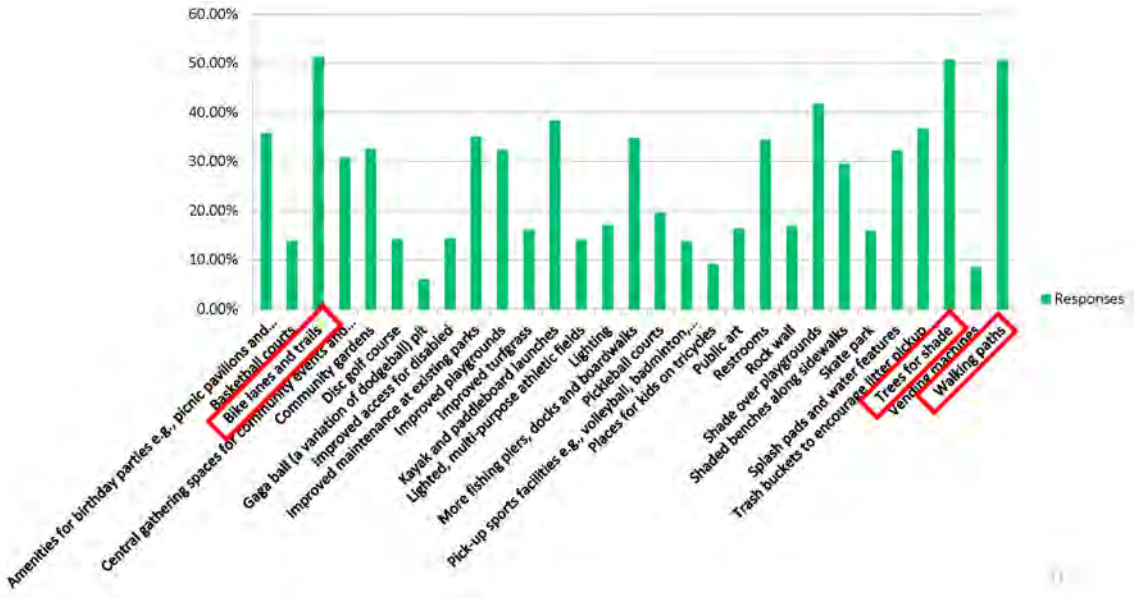
1. Bicycle and Pedestrian Master Plan

Sidewalks have been provided on both sides of all Village residential streets as required in the initial design of the Village. Some streets that were annexed into the Village have gaps in connectivity as well as sidewalk widths that could be expanded to better accommodate the public. A pedestrian master plan was recommended within the needs assessment to identify the gaps and plan for future development. Map 1 identifies the major thoroughfares (green lines) that could be improved to accommodate a bike network to connect neighborhoods and community facilities.

2. On-line Survey

The online survey of residents was conducted through outreach on social media, the website and the Village newsletter yielding 751 participants. Table ROS-7 shows the results of the survey with bike trails and walking paths highlighted as the top two responses necessitating the creation of the bicycle and pedestrian master plan. Also highlighted is the addition of shade trees and shade structures over playgrounds. Below are the results of the survey which listed potential overall improvements to the Village's parks. The residents checked all that they supported.

Table ROS-7



Responses were also collected to identify improvements needed in five (5) specific parks owned and operated by the Village. The top response for Anchorage Park, Osborne Park and the Community Center was the addition of shade trees. The top result for Lakeside Park was the desire for a restroom facility and the top result for the Country Club was to have discounted entry fees for residents. See Table ROS-8 below for the entire list of results.

Table ROS-8

Survey Results- Top 5 Park Improvements					
	AnchoragePark	**Osborne Park**	**Lakeside park**	**Counry Club Tennis and Pool**	**Community Center**
1	Trees for Shade	Trees for Shade	Restrooms	Discounts for residents	Trees for Shade
2	Improved playground with shade	Walking paths	Additional parking	food-truck nights	Improved playground
3	Kayak and paddleboard launch	Restrooms	Resident Parking Sticker/passes	Resume pool parties, social events	Community garden
4	Trash buckets	Improved Playground	Foot-washing station	Summer Memberships for Families	Shades benches along sidewalks
5	Ampitheater/ stage	Splash Pad	Improved Playground with shade	Lighted walking and biking trail around golf course	Archery range

It should be noted that there are master plans currently in development for Osborne Park and the Community Center to build on these survey results and establish what can be added in the near future. Since this survey was completed, additional trees and a new playground were added to Anchorage Park. The Country Club does offer resident discounts, including memberships for families and social events.

3. Park Maintenance

The third recommendation provided in the needs assessment was the maintenance of current parks space including but not limited to updating irrigation systems, improving pathway lighting, upgrading sport courts, repairing fencing and replacing sod. It was recommended that an Annual Asset Management (repair and replace) plan be created for the analysis of upgrades that need to occur. Funding can be achieved through federal and state improvement grants.

4. Programs and Special Events

The survey participants identified various programs that they would like to see offered within the Village park facilities. The top requested response (34% of the vote) was for Kayak & paddleboard programs, including rentals and group outings. Nature & Environmental programs, offering educational opportunities for families secured 27%

of votes. Organized walking groups and community service & volunteering events received 26% each.





In order to enact the programs expressed by this survey, potential suggestions were given by the Needs Assessment consultant. A paddle board rental station or partnership with JDMBSP would help the desire to have kayak and paddleboard availability. Community services opportunities may include organized beach cleanups or assistance with the Village Library. To provide nature and environmental programs, a community garden was created at Osborne Park, following this survey. Youth Sports were discussed in focus groups and it was determined there is a need for non-competitive sports programs for younger children (ages 3-5) in the area.

Special events are already common at many of the Village parks including Heritage Day, Fourth of July, boat parade, fishing tournament, haunted house at the library and many more. It was recommended to expand the accessibility, receive partnerships for resources and funding, and ensure events are provided for all age groups on a monthly basis.

FUTURE OPPORTUNITY ANALYSIS

The needs assessment has established the need to create a Parks Master Plan for future development of the facilities in the Village as well as a Bicycle and Pedestrian Master Plan to connect the community. Both plans should identify the accessibility of the parks for all age-groups and income levels.

Level of Service (LOS)

As specified in the needs assessment, the existing LOS for the Village is 4.4 acres per 1000 residents (excluding the Country Club). The Village previously established a LOS for individual sports and activities, rather than a comprehensive aggregation of minimum acreage. The previous method of establishing the LOS is considered to be too restrictive to meet the changing demands of the public and fluctuating sources based in part on grant funding. Therefore, the adopted level of service should focus on the overall need for developed public park facilities. Developed parks or recreation facilities

LOS shall be defined as all neighborhood and community parks as well as parklets per 1000 residents. The total acreage of all facilities equals 53.42 acres yielding an existing LOS for the Village of 4.15 acres per 1,000 people. This differs from the needs assessment due to population growth and differing measurements of facilities.

Of the municipalities in South Florida that have established an overall level of service, they vary in size from 2 acres per 1,000 residents in Lake Worth Beach, 3 acres per 1,000 residents in Greenacres and Stuart, and up to 15 acres per 1,000 residents in Vero Beach. The small number in Lake Worth Beach was established because there is little land available to increase park space while Vero Beach has over 800 acres of public open space that greatly increases the ratio to the current population.

Per Palm Beach County Planning Division population estimates, the Village is expected to increase by 641 residents between 2022 and 2035. The population estimate is determined by analysis of historic growth trends throughout the Village and does not factor in the change in regulations or specific development projects proposed. In order to maintain the existing level of service, an additional 2.62 acres is required to be provided to the residents. See Table ROS-9 below for reference.

Table ROS-9

Year	Population	Acres		
		Level of Service (4.15 ac/ 1000)	Existing	Deficit/ surplus
2022	12,862	53.4	53.42	0.04
2025	13,053	54.2	53.42	-0.75
2030	13,297	55.2	53.42	-1.76
2035	13,503	56.0	53.42	-2.62

Since the Village is currently built out except for a few vacant parcels, there is not likely to be a new neighborhood and community park provided at the minimum 1 acre threshold. Most additional recreation space will likely come from parklets, such as the land dedicated from the creation of the Prosperity Village planned development in 2022. There may be additional opportunities for small park spaces on other Village properties or rights-of-way that can be identified through an open space analysis.

Requirements of Development

There are two ways to increase park lands within the Village. Dedications from private land owners or purchase of lands by the Village. New residential development is encouraged within the limits of the Village, but the LOS will be affected. To maintain the LOS, developments should be required to provide on-site recreation and open space for

the proposed development. A cash out option may be considered and approved by the Village Council. The Code of Ordinances, Section 36-23 "Public Sites and Open Spaces" currently requires subdivisions to dedicate 5% of the gross land area or pay an amount equal to the fair market value of that portion of land. With an established LOS of 4.15 per 1000 residents, an amendment to the Ordinance should be considered to be applicable to all residential development that may not need a subdivision.

Impact fees are currently being reviewed by the Village to be imposed on all new residential developments to offset the cost associated with meeting the LOS for future residents. The impact fees may be used by the Village to purchase property for future park lands. Though there are few undeveloped acres available within the municipal boundaries of the Village, properties may be redeveloped to become active recreation space. Of the properties in the immediate annexation area, none have been identified for potential parks or conservation. Some properties are currently vacant or underutilized and could be purchased to be repurposed for public park facilities.

The Village should remain open to, and perhaps actively pursue, opportunities for expanding its parks system through the donation of land. While the benefits of such acquisitions must be evaluated in terms of populations served, accessibility, development and maintenance costs, etc., donations remain a desirable acquisition alternative for the future.

Funding Sources

Additional grant funding is available through the Florida Recreation Development Assistance Program (FRDAP). "The purpose of this program is to provide grants to qualified local governmental entities to acquire or develop land for public outdoor recreational purposes." In the past, the Village has also used The Recreational Trails Program (RTP), Land and Water Conservation Fund Program (LWCF), and Florida Inland Navigation District (FIND) grant funding for park improvements. In order to offset the rising costs of maintenance and park development, the Village will continue to pursue these allocations of funds made available by the federal and state governments for future development and land acquisition.

Access

All facilities should be accessible to the general public with special considerations given in the design of any future amenity to all age groups, abilities and mobilities. The disabled population often requires special recreation opportunities. The Village recognizes a shared responsibility with other governmental entities to provide

opportunities for all. Facilities such as special exercise courses and trails should be included in community parks and some neighborhood parks. Special trails can also be constructed for the enjoyment of disabled persons. At the very least, all facilities should be accessible.

Senior citizens sometimes encounter access difficulties and may prefer to enjoy their leisure apart from youths and children. Planning with senior citizens in mind should translate into the provision of adequate access and facilities for the pursuit of leisure activities.

Planning for future recreational facilities and parks should take into account the special barrier-free accessibility needs of disabled persons and of the elderly. Accessibility requirements include wheelchair ramps, railings, restroom facilities designed to provide access to the handicapped and other facilities constructed to allow safe use by all.

Another group to consider is children. They require specific recreational facilities and opportunities. Playground equipment in parks would help meet the demand of this younger age group for recreation opportunities, as well as sport fields and similar activities.

FINAL REMARKS

The Village is continuously working to improve the Recreation and Open Space facilities for the residents. Each park is planned to develop a long term master plan for future growth and development. This will ensure that each space efficiently reaches its full potential to serve the community. As the demographics and activity trends change over time, the Village should be prepared to modify fields, courts and buildings to provide services that residents desire.

It is the goal of the Village to maintain the North Palm Beach Country Club as a publicly owned and accessible facility for future generations to enjoy. The financial and practical sustainability of the facilities is of great concern without a formal plan in place. Lakeside Park is currently maintained as a popular passive, neighborhood park with limited parking and no restrooms. Anchorage Park needs to effectively balance residents' desires for an expanded boat storage area with active recreational uses. With these large issues remaining, additional planning needs to be completed, and in-depth discussions on each topic need to be had, to successfully enhance and continue to expand offerings within the parks of the Village of North Palm Beach.

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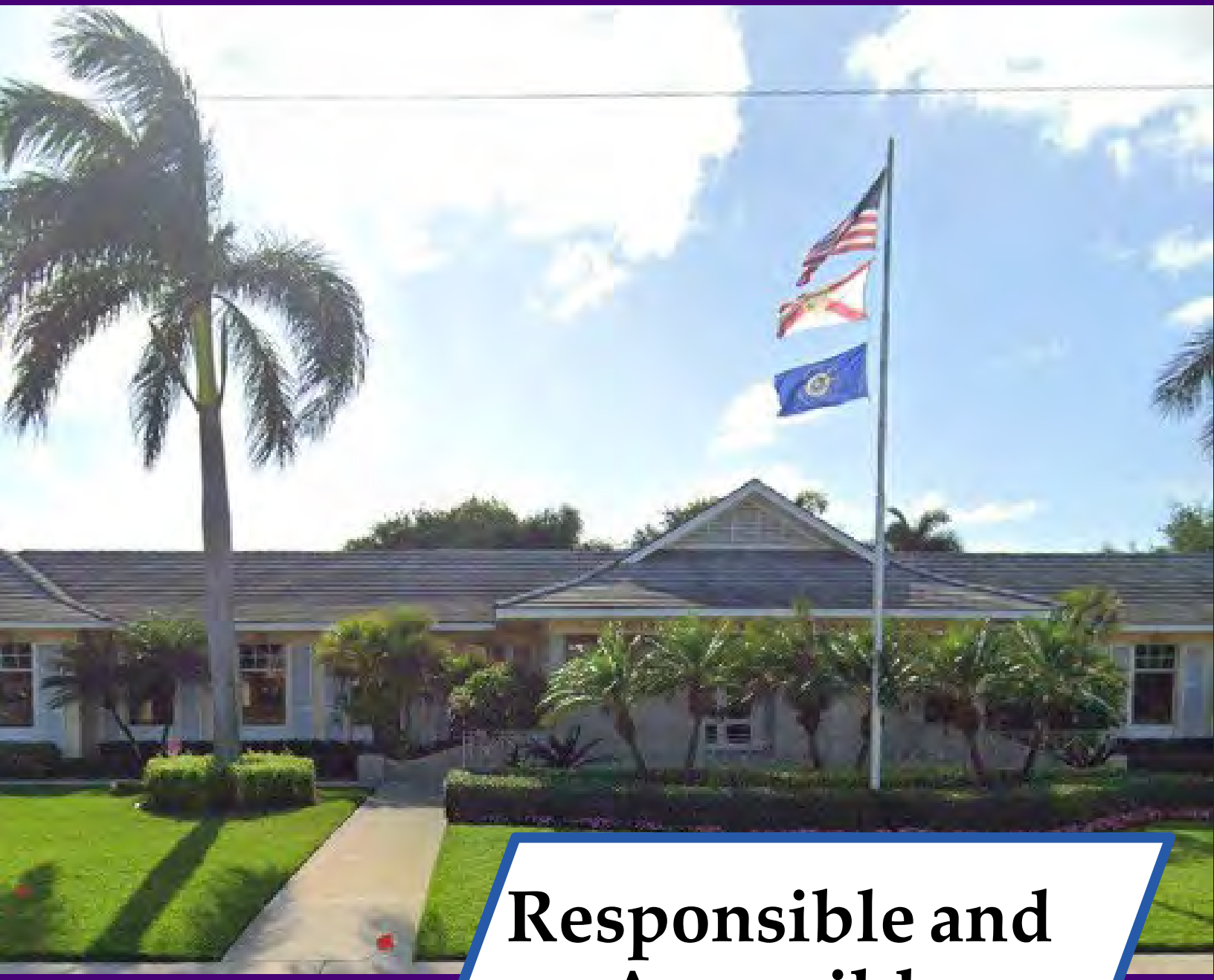

Responsible and Accessible Government

Intergovernmental Coordination
Property Rights
Evaluation and Monitoring

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Intergovernmental Coordination

Data and Analysis

Chapter 4: Responsible and Accessible Government

Element 10



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DATA AND ANALYSIS

INTRODUCTION

One of the principal tenets of the Growth Management Act is to improve coordination and cooperation among the various levels of government and, in some cases, with the private sector. The purpose of the Intergovernmental Coordination Element is to identify and analyze principles and guidelines to be used in the accomplishment of the goals, objectives and policies of the North Palm Beach Comprehensive Plan through coordination with the Palm Beach County School Board, the adjacent local governments, and regional and state agencies. The citizenry in North Palm Beach is affected by the actions of other governmental agencies in Palm Beach County, the West Palm Beach metropolitan area, and the state, and this element exists to identify and resolve any incompatibilities that may be proposed.

Many formal and informal networks of information and coordination currently exist between the Village of North Palm Beach and other governmental units and agencies. These units and agencies often participate in some phase of planning involving land use and/or the provision of services necessitating coordination with Palm Beach County. The following section provides an inventory of these information and coordination networks among the Village, Palm Beach County and adjacent counties, local authorities and special districts, regional authorities and districts, state agencies, and federal agencies

This Element is organized into two principal sections. The first section provides an inventory of existing intergovernmental coordination arrangements between the Village of North Palm Beach and other governmental entities. The second section provides an analysis of these arrangements and their current effectiveness. A discussion of the intergovernmental issues that would benefit from improved cooperation and/or coordination is also provided

INTERGOVERNMENTAL COORDINATION METHODS

Federal Regulations

Although the Village coordinates and participates with a variety of entities, there are no federal regulations governing intergovernmental coordination. Most entities realize the importance of identifying and resolving incompatible goals, objectives, and policies and, therefore, voluntarily include processes and procedures that benefit the coordination efforts between parties.

State Regulations

Florida Statutes Chapter 163

Chapter 163 of the Florida Statutes contains the State's Local Government Comprehensive Plan and Land Development Regulation Act. The Act provides the Village of North Palm Beach with the authority to plan for future development and growth and to adopt and amend a comprehensive plan. Section 163.3177(6)(h), Fla. Stat., describes the provisions required within the Intergovernmental Coordination Element of the local comprehensive plan. This type of element demonstrates consideration of the particular effects of the local plan, when adopted, upon the development of adjacent municipalities, the county, adjacent counties, or the region, or upon the state comprehensive plan, as the case may require.

Florida Statutes Chapter 187

Chapter 187, State Comprehensive Plan, contains many policies which impact intergovernmental coordination, including land use, public facilities, transportation, government efficiency, and plan implementation. The Intergovernmental Coordination Element must also be compatible with the State Plan. Local Regulations

Other Agreements

Interlocal Agreements

Intergovernmental agreements allow governments to cooperate with one another in the performance of tasks, thereby reducing a duplication of services and possibly increasing cost efficiency. Agreements are in place between the County, School Board, and other entities in an effort to better coordinate such things as utility locations, concurrency, and school facility siting and planning.

Mutual-Aid Agreements

Mutual-aid agreements are in existence to assist the member entities in road maintenance, aid to libraries; water interconnects in times of need, dredging, public safety services, and social services.

CONFLICT RESOLUTION

Even with the best communication and coordination mechanisms in place, conflicts will invariably arise. To address this concern, in 1989 the Countywide Planning Council was

established “to coordinate the land use planning process of all governments within the County and to establish a cooperative effort that will resolve or prevent incompatibilities and conflicts among local governments' land use planning efforts”. Coordination of the thirty-eight land use plans was to have occurred through the Countywide Planning Council, however, in 1991, under provisions within the Charter, the Council was sunsetted by a majority of the municipalities and efforts to reinstate the Council through a ballot measure was not approved by Palm Beach County voters.

Following the defeat of the countywide referendum, the municipal planning directors within the County created a substitute organization with the purpose to establish a countywide comprehensive plan amendment coordinated review process. In October 1993, the Multi-Jurisdictional Issues coordination forum and the Comprehensive Plan Amendment Coordinated Review Process (IPARC) were established through the execution of two Interlocal Agreements. Current program membership includes the County, 31 municipalities, the School Board, South Indian River Water Control District, Lake Worth Drainage District, Indian Trail Improvement District, Jupiter Inlet District, Loxahatchee River Environmental Control District, Loxahatchee Groves Water Control District, and the Northern Palm Beach County Water Control District.

The purpose of IPARC is:

1. To achieve coordination of local comprehensive plans in accordance with Part II of Chapter 163, Florida Statutes. Palm Beach County
2. To establish an intergovernmental coordination program for reviewing proposed changes to adopted comprehensive plans with minimal bureaucracy and expense.
3. To provide an opportunity to resolve potential disputes with the least amount of infringement upon existing processes.

The Intergovernmental Program provides an ideal structure for addressing intergovernmental conflicts and also serves as a means to organize local governments to address multijurisdictional issues.

The Village has established a policy to use IPARC to address conflicts but the Treasure Coast Regional Planning Council (TCRPC) has informal mediation procedures for resolving conflicts between adjacent jurisdictions if other efforts have failed.

INVENTORY AND ANALYSIS

This section provides a description of the connections between various governments and other entities. It discusses the mechanisms that assist planning bodies and

activities. Table ICE-1 summarizes the numerous coordination efforts, interlocal agreements, and the quasi-judicial relations that the Village undertakes to provide its residents with the best level of service available.

Local Coordination

Public Safety Answering Point (PSAP) – The Village of North Palm Beach currently possesses its own police and fire rescue services that maintain jurisdiction over all lands located within Village limits. However, the City of Palm Beach Gardens Police Department manages the Northern Municipal Regional Communications Center, otherwise known as NorthCom, which is the primary PSAP for the Village and dispatches all police incidents directly. Fire Rescue incidents are transferred to a secondary PSAP, that being Palm Beach County Fire Rescue for dispatch.

Palm Beach County School Board – This coordination was formerly accomplished through a mandatory school concurrency process. The Florida Legislature made school concurrency optional in 2011 with the passage of the Community Planning Act. The same year, the original Palm Beach County Interlocal Agreement (ILA) for School Concurrency expired. The School Board, the Board of County Commissioners and the League of Cities charged IPARC with updating the existing ILA. The group opted to implement an alternative to School Concurrency, called the School Capacity Availability Determination (SCAD), and recommended entering into a new interlocal agreement for coordinated planning. The revised Interlocal Agreement (ILA) was approved and adopted by the School Board in August 19, 2015, and by the Palm Beach County on December 15, 2015. The Village signed onto the Interlocal Agreement. Local government signatories of the agreement are required to incorporate the School Board 5-Year Capital Facilities Plan into their comprehensive plans annually, without any funding obligation as well as coordinate and share information for planning purposes, including school's population projections and local governments' development and redevelopment proposals. The School Board may appoint non-voting representatives to local governments' land planning agencies, who will attend meetings and public hearing hearings at the discretion of the School Board.

School Capacity Availability Determination (SCAD) Pursuant to the ILA, School Capacity Availability Determination (SCAD) was established to replace school concurrency. Per the SCAD, School District staff would conduct an analysis regarding the impacts on local schools, including potential boundary changes, and make recommendations that could be incorporated as conditions of development approval, dependent upon the local government approving Board. The County was subdivided into 20 Planning Areas as part

of the SCAD process. The School Capacity Availability Determination (SCAD) process includes all public schools in Palm Beach County. It entails reviewing the impact of proposed comprehensive plan amendments, and/or development orders on existing public schools and planned and funded schools. Through SCAD, District staff evaluates the direct impacts to schools actually serving proposed development as well as any planned additional capacity. SCAD review provides realistic information on impacts to schools. It uses 100% utilization of Florida Inventory of School Houses (FISH) capacity. If capacity is not available at the direct school serving the proposed development, then capacity at adjacent schools in the same planning area is reviewed. Complete choice schools are not included in the evaluation for school impacts.

Palm Beach County - Located on the southeast coast, Palm Beach County is the largest of Florida's 67 counties. There are 39 municipalities within the County encompassing a total of 337 square miles, or approximately 17% of the County's land area. As of FY 2024, an estimated 57% of the County's population resides within the municipalities. The County and its independently elected constitutional officers provide a full range of services, including law enforcement, tourist development, fire rescue, conservation and resource management, public improvements, human services, parks and recreation, cultural facilities, planning and zoning, public transportation, economic development, property tax assessments and collections, official recordkeeping, court-related support functions, and financial services, including the investment of public funds and financial reporting. The County also operates two business enterprise activities: The Department of Airports and the Water Utilities Department

Northern Palm Beach County Improvement District (NPBCID) - The Northern Palm Beach County Improvement District is an independent Special District created by the Florida legislature in 1959 to provide water management and infrastructure development in Palm Beach County. NPBCID's service area covers over 128 square miles and includes parts of Unincorporated Palm Beach County, Tequesta, Jupiter, Juno Beach, North Palm Beach, Palm Beach Gardens, Lake Park, Mangonia Park, and West Palm Beach. Special Districts are unlike municipalities and counties in that some of them, including Northern, collect revenue from non-Ad Valorem assessments. This means that the amount of the assessment is not based on the value of the property. Assessments are paid solely by landowners benefiting from the services that Northern provides. The assessments collected do not duplicate services provided by other municipalities or districts and revenues can only be used for purposes authorized in its legislation. Some of the services that Northern provides are: storm water management; right-of-way maintenance including roadways and sidewalks; maintenance of canals, waterways and lakes; water quality monitoring; environmental mitigation and management, permit and plat review; and hurricane response and emergency operations.

Regional Coordination

Treasure Coast Regional Planning Council (TCRPC) - The Treasure Coast Regional Planning Council (TCRPC) is the regional planning agency responsible for the implementation of powers and duties pursuant to Chapter 186, F.S., for Palm Beach County and the Village of North Palm Beach. The TCRPC, located in Stuart, has regional planning jurisdiction in the counties of Indian River, Martin, St Lucie and Palm Beach. The TCRPC is responsible for the development and implementation of the Strategic Regional Policy Plan and has the authority to regulate Developments of Regional Impact (DRI). The Village of North Palm Beach coordinates with the TCRPC to provide the documentation for the local comprehensive plan amendments. As a member community, the Village of North Palm Beach may utilize the TCRPC for dispute resolution, as needed. The Village's Comprehensive Plan must ensure consistency with the TCRPC's Strategic Regional Policy Plan. The TCRPC-TAC is an important forum for the exchange of information of common interest (e.g., DEO rules) and communication with state agencies. Lastly, the TCRPC staff is an important source of technical assistance on a wide variety of planning issues ranging from hurricane evacuation to housing.

South Florida Water Management District (SFWMD) – The South Florida Water Management District (SFWMD) is a regional governmental agency created in 1949 that manages water resources in the southern half of the State of Florida. This authority has regulatory control over all water-based resources within its jurisdiction, including but not limited to, wetland conservation, water supply planning, aquifer water withdrawals, stormwater treatment, and policy coordination.

Palm Beach County Transportation Planning Agency (TPA) – This organization is an intergovernmental transportation planning agency required by state and federal law in urbanized areas with populations of more than 50,000 in order to plan, prioritize, and fund the transportation system. The TPA Board consists of elected officials from Palm Beach County, elected officials from the largest fifteen Palm Beach County municipalities, and a Port of Palm Beach Commissioner. Its staff implements the TPA Board's policies. The TPA is responsible for conducting a continuing, cooperative, and comprehensive transportation planning process through the development of a Long-Range Transportation Plan, Transit Development Plan, and 5-year Transportation Improvement Plan.

State Coordination

Florida Department of Economic Opportunity (DEO) - The Florida DEO, previously known as the Florida Department of Community Affairs, assists the Governor in advancing the state's economic development vision. It administers state and federal programs and initiatives to help visitors, citizens, businesses, and communities. In 2011, the legislature revised the procedures for the submittal and adoption of comprehensive plan

amendments, allowing local governments to have more discretion in determining their future development by implementing an expedited State review process, which shortens the review time and allows for submittal of amendments throughout the year, removing the twice per calendar year limitation.

Florida Department of Environmental Protection (DEP) - The merger of the Florida Department of Environmental Regulation and the Florida Department of Natural Resources (FDNR) resulted in the creation of Florida Department of Environmental Protection (FDEP). FDEP is the lead agency in state government for environmental management and stewardship. Its main objectives are to protect and manage Florida's air, water, and land. The FDEP is divided into three primary areas: regulatory programs; land and recreation; and planning and management. Its priorities include restoring the Everglades; improving air quality; restoring and protecting the water quality in our springs, lakes, rivers and coastal waters; conserving environmentally-sensitive lands; and providing citizens and visitors with recreational opportunities, now and in the future. While the FDEP had a role in planning and plan amendment review, its relationship with the Village of North Palm Beach was based primarily on plan implementation. Managing the impacts of continued growth on the natural environment is a FDEP concern that reaches many elements of the Comprehensive Plan. The Village's relationship with the FDEP is important and affects the Infrastructure, Capital Improvements, Conservation, Coastal Management, and Future Land Use Elements, especially as the Village continues to redevelop.

Florida Department of Transportation (FDOT) - The Florida Department of Transportation (FDOT) has a major role in the planning and implementation of the transportation components of the Comprehensive Plan. This role affects the planning and implementation of the Future Land Use Element as well, although to a lesser extent since that element must reflect an adequate ability to move people and goods. There are six districts under FDOT, and the Village lies within District Four, Southeast Florida. FDOT District Four covers Broward, Indian River, Martin, St, Lucie and Palm Beach Counties.

Florida Fish and Wildlife Conservation Commission (FWC) - This agency is responsible for classifying habitat areas throughout the state and for preserving listed plant and animal species. Its responsibility includes the managing of fish and wildlife resources for their long-term well-being and for the benefit of people. Included under the executive director's supervision is the Fish and Wildlife Research Institute (FWRI) (http://myfwc.com/research/). The Florida Statutes charge the FWRI with these responsibilities: 1. Monitoring marine and freshwater resources, wildlife, and habitats; 2. Developing and implementing techniques for restoring plant and animal species and their habitats; 3. Providing technical support when oil spills and human related or natural disasters occur; 4. Monitoring red tide and providing technical support for state

and local government public health concerns; and 5. Providing fish and wildlife research technical results to state and local governments.

Environmental Health, Florida Department of Health (formerly the Florida Department of Health and Rehabilitative Services) - Environmental Health is a State agency that works to prevent diseases of environmental origin. Environmental Health activities focus on prevention, preparedness, and education, and are implemented through routine monitoring, education, surveillance, and sampling of facilities and conditions that may contribute to the occurrence or transmission of disease. Although the former agency HRS was a large state agency focused primarily on human services, it was also responsible for the permitting of septic tanks. North Palm Beach was not directly involved in septic tank issues, but was indirectly involved with the Department's review of sanitary mains or other related facilities prior to installation.

Florida Division of Emergency Management (FDEM) **-** The Florida Division of Emergency Management (FDEM) plans for and responds to both natural and man-made disasters. These range from floods and hurricanes to incidents involving hazardous materials or nuclear power. The division prepares and implements a statewide Comprehensive Emergency Management Plan, and routinely conducts extensive exercises to test state and county emergency response capabilities in concert with their partners, FEMA and the State Emergency Response Team (SERT). The FDEM is tasked with implementing mutual aid programs at the local, state, and federal level. These programs are components of emergency response planning, management, and recovery operations. The Village is a signatory to the Statewide Mutual Aid Agreement (SMAA) managed by FDEM.

Florida Inland Navigation District (FIND) - The Florida Inland Navigation District is a special taxing district that, along with the US. Army Corps of Engineers maintains and manages the federally authorized Intracoastal Waterway (ICW). FIND conducts dredging projects to ensure safe and accessible navigation along the IWC; provides upland land parcels for management of dredged material; and provides grants for waterway-associated projects in the 12 counties along the Atlantic IWC from the Florida/Georgia state line down through Miami-Dade County.

Federal Coordination

Federal Communications Commission (FCC) - The intergovernmental coordination with the Federal Communications Commission (FCC) is rather limited. It is restricted primarily to regulations affecting the height of transmission towers or receiving antennae, or the location of transmission lines or other communication infrastructure. The near-term review of the Village's Land Development Regulations (LDRs) has recognized FCC jurisdiction and rules that preempt local legislation.

Environmental Protection Agency (EPA) - The relationship between the Village and the U.S. Environmental Protection Agency (EPA) involves the agency's responsibilities for prescribing quality standards for potable water, sanitary sewer operations, and stormwater quality. The permitting and monitoring processes continue to provide the opportunity for regular coordination between the EPA and the Village regarding infrastructure, conservation, coastal management, and future land use.

Army Corps of Engineers (USACoE) - The Army Corps of Engineers (USACoE) has jurisdictional responsibility over the navigable waters of the United States and over wetlands. Clearing and filling activities in wetlands require permits from the USACoE. Dredging, filling, and construction activities in the Intercoastal Waterway all require permits from USACoE as well.

Federal Highway Administration (FHA) - The Federal Highway Administration (FHWA) is an agency within the U.S. Department of Transportation that supports state and local governments in the design, construction, and maintenance of the Nation's highway system (Federal Aid Highway Program) and various federally and tribal owned lands (Federal Lands Highway Program). Through financial and technical assistance to state and local governments, the Federal Highway Administration is responsible for ensuring that America's roads and highways continue to be among the safest and most technologically sound in the world.

On November 15, 2021, the U.S. President signed the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law") into law. The Bipartisan Infrastructure Law is the largest, long-term investment in infrastructure and economy in our nation's history. It provides $550 billion, over fiscal years 2022 through 2026, for new Federal investment in infrastructure projects, including roads, bridges, mass transit, water infrastructure, resilience, and broadband. New programs under the Bipartisan Infrastructure Law focus on key infrastructure priorities such as rehabilitating bridges in critical need of repair, reducing carbon emissions, increasing system resilience, removing barriers to connecting communities, and improving mobility and access to economic opportunity. Many of the new programs include eligibility for local governments and MPOs. Additionally, the FHA has focused and shall continue to focus on working closely with stakeholders to ensure that local communities are able to build multimodal, sustainable projects ranging from passenger rail and transit to bicycle and pedestrian paths.

United States Department of Housing and Urban Development (HUD) - The United States Department of Housing and Urban Development provides annual grants on a formula basis to entitle cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities principally for low- and moderate-income persons. North Palm Beach is not an entitlement community but Palm Beach County is. As a result, if North Palm

Beach were to receive any CDBG funds they would be through the County and not directly from HUD.

United States Fish and Wildlife Service (FWS) - The United States Fish and Wildlife Service is responsible for managing and enforcing the Endangered Species Act. This act is important as part of the conservation policies of the Comprehensive Plan. FWS also issues permits for activities that may disturb endangered or threatened species, which would otherwise be prohibited.

Utilities

Electric

A Franchise Agreement was entered into with Florida Power & Light Company, which is now known as NextEra, in 1957 to provide electricity to the Village, which Agreement expires in 2038. The Company supplies electric service to the Village as well as in many areas along the east coast of Florida (except the Jacksonville area and four other municipalities which have municipal electric systems), the agricultural area around southern and eastern Lake Okeechobee, the lower west coast area, and portions of central, north central, and portions of northwest Florida.

Telephone

Southern Bell Telephone and Telegraph Company entered into a Franchise Agreement with the Village to provide telephone and telegraph services. Southern Bell was renamed BellSouth Telecommunications until it was merged into AT&T in 2006. The Franchise Agreement expired in 2020.

Cable Television

FPL Fibernet, LLC, now known as Crown Castle, entered into a Franchise Agreement with the Village to provide telecommunications services.

Sanitary, Sewer, Portable Water and Reclaimed Water

Sanitary, Sewer, Portable Water and rRclaimed Water services are provided by the Seacoast Utility Authority. The Seacoast Utility Authority is a not-for-profit, governmental regional water, wastewater, and reclaimed water utility that furnishes potable water service to approximately 47,000 households and 2,700 commercial establishments. Wastewater collection, treatment, and disposal services are provided to about 44,000 residential dwellings and 1,700 businesses.

The Authority's service area covers approximately 65 square miles. The 1988 Interlocal Agreement establishing the Authority covered the City of Palm Beach Gardens, the

Village of North Palm Beach, the Town of Lake Park, a portion of the Town of Juno Beach and unincorporated areas of Palm Beach County.

Gas

Florida Public Utilities supplies residential, commercial, and industrial gas service within the Village's corporate limits per a Franchise Agreement, which expires in 2040.

Interlocal Agreements and Mechanisms

The Village of North Palm Beach interacts with numerous governmental entities to deliver municipal services and manage development. Table ICE-1 presents these entities with a description of the existing coordination mechanism, the subject and nature of the relationship, and the Village of North Palm Beach office charged with coordination.

Table ICE-1. Intergovernmental Coordination Mechanisms

Gov't Entity or Agency	Nature of Relations	Subject	Village Office with Primary Responsibility	Coordination Mechanism Effectiveness
COUNTY				
Palm Beach County	Direct Staff Contact	Annexation	Village Manager	Interlocal Agreement Effective
COUNTY AGENCIES				
Palm Beach County TPA	Direct Staff Contact	Transportation	Community Development	Federally Funded Agency Effective
Palm Beach County Fire District	Direct Staff Contacts	Fire Rescue Services Mutual Aid	Fire Department	Interlocal Agreement Effective
Palm Beach County School District	Direct Staff Contacts	School Facilities	Village Council	Interlocal Agreement Effective
Palm Beach County Housing	Direct Staff Contacts	Community Block Grant – Economic Development	Community Development	Interlocal Agreement Effective
Palm Beach Property Appraiser	Direct Staff Contacts	GIS Data and Tax Revenue	Public Works Finance	Interlocal Agreement Effective

Palm Beach County Tax Collector	Direct Staff Contacts	Revenue	Finance	Interlocal Agreement Effective
FLORIDA DEPARTMENTS AND AGENCIES				
Florida Dept. of Commerce	Direct Staff Contact	Comp Plan Review and Grant	Community Development	State Funded Agency Effective
Florida Dept. of Transportation	Direct Staff Contact	Transportation	Community Development	State Funded Agency Effective
Florida Dept. of Environmental Protection	Direct Staff Contact and Permitting	Hazardous waste, water management, septic tanks, wetlands protection	Public Works	State Funded Agency Effective
Emergency Management Division	Technical Assistance and Mutual Aide	Emergency Management	Fire Department	State Funded Agency Effective
Florida Department of Law Enforcement	Technical Assistance	Sex Offender Registry & Database	Police	State Funded Agency Effective
Florida Department of Health	Permitting	Septic Tanks	Public Works	State Funded Agency Effective
Florida Fish and Wildlife Commission	Permitting	Natural Resource Management	Public Works	State Funded Agency Effective
Alcohol and Beverage	Permitting	Lounges and Bars	Community Development/Police	State Funded Agency Effective
UNITED STATES DEPARTMENT AND AGENCIES				
Army Corp of Engineers	Technical Assistance and Permitting	Dredging, Fill permitting, wetland mitigation, navigable waterways	Public Works	Federal Funded Agency Effective

Commerce, Census Bureau	Technical Assistance	Decennial Census	Community Development	Federal Funded Agency Effective
United States Post Office	Direct Contact with Staff	Address development, mail delivery	Community Development	Federal Funded Agency Effective
Coast Guard	Technical Assistance	Transportation	Police	Federal Funded Agency Effective
OTHER				
Bureau of Economic and Business Research	Technical Assistance	Population Numbers	Community Development	University of Florida Effective
Palm Beach North County Chamber of Commerce	Technical Assistance	Economic Development	City Manager	Not-For-Profit Informal Communications Effective
Palm Beach Sports Commission	Technical Assistance and Grants	Economic Development	City Manager	Not-For-Profit Effective
Treasure Coast Regional Planning Council	Technical Assistance and Grants	Regional Planning, Conflict Resolution	Community Development	Interlocal Agreement Effective
South Florida Water Management District	Technical assistance and permitting	Water resources	Community Development and Public Works	State Management Agency Effective
Seacoast Utilities	Technical assistance and permitting	regional water, wastewater, and reclaimed water utility	Public Works	Not-For-Profit Interlocal Agreement Effective
REGULATED UTILITIES				
Bell South	Direct Staff Contact	Telephone	Public Works	Franchise Agreement

FPL	Direct Staff Contact	Electricity	Public Works	Franchise Agreement
Crown Castle	Direct Staff Contact	Cable	Public Works	Franchise Agreement
Florida Public Utilities	Direct Staff Contact	Gas	Public Works	Franchise Agreement

FINAL REMARKS

Intergovernmental Coordination is an essential component of the Village's Comprehensive plan in that it establishes the mutual relationships created among various local, state, and federal agencies. These relationships acknowledge agreed upon efforts developed between participating entities and their commitments to achieve a common goal. These relationships may include grant contracts, mutual aid, revenue, information sharing, contractual obligations, and agreements for services.

The Village of North Palm Beach participates in many different intergovernmental coordination efforts with neighboring local governments, including other governmental and quasi-governmental agencies. For example, North Palm Beach is a member of the Florida League of Municipalities, as well as the Palm Beach County League of Cities. These organizations are concerned with various common municipal issues. The Village Manager and a representative of the Village Council generally represent North Palm Beach at Palm Beach County League of Cities meetings. The Village Manager is primarily responsible to keep the Village informed regarding municipal matters and to coordinate any activities related thereto.

Intergovernmental Coordination Needs During the Planning Period

The Village of North Palm Beach relies on positive intergovernmental relationships for the coordination and provision of many services for its citizens and stakeholders. To maintain these relationships, the Village should continue to:

- Cultivate stronger relationships with the adjacent communities, governmental entities, and agencies, seeking efficiencies and to support funding mechanisms to offset the costs of upgrades and improvements to better serve the citizens of North Palm Beach.
- Develop sound comprehensive planning policies through coordination with adjacent municipalities.
- Continue to seek ways to engage the public, especially disadvantaged populations, in the planning process.

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Property Rights

Data and Analysis

Chapter 4: Responsible and Accessible Government

Element 11



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DATA AND ANALYSIS

INTRODUCTION

The purpose of the Property Rights Element is to: identify specific property rights and affirm that local government will respect them; protect the rights of people to participate in decisions that affect their lives and property; and provide standards for reliable and predictable local government decision-making to promote sound, long-term investments in a community

LEGISLATION

The following is an assessment of existing regulations and programs that protect private property rights from governmental action without due process and just compensation:

Federal Regulations

Constitution of the United States

First Amendment- The First Amendment protects the freedoms of speech and religion. It guarantees that property owners may exercise these rights on their property.

Fifth Amendment - The Fifth Amendment provides the foundation for the protection of private property rights from arbitrary government action. The text of this Constitutional Amendment outlines the requirement that the government must provide "due process" under law and "just compensation" for the taking of private property for public use.

Fourteenth Amendment - The Fourteenth Amendment makes the Bill of Rights (the first ten Constitutional Amendments) applicable to state and local governments. It contains the Due Process Clause, which guarantees the following rights against the states: procedural protections, such as notice and a hearing before termination of entitlements; individual rights listed in the Bill of Rights, including freedom of speech, free exercise of religion, the right to bear arms, and a variety of criminal procedure protections; and fundamental rights that are not specifically enumerated in the Constitution.

State Regulations

Florida Statutes Section 163.3177(6)(i)1, Florida Statutes

In accordance with the legislative intent expressed in sections 163.3161(10) and 187.101(3), Florida Statutes, governmental entities shall respect judicially

acknowledged and constitutionally protected private property rights, and each local government shall include in its comprehensive plan a Property Rights Element to ensure that private property rights are considered in local decision making.

Section 70.001, Florida Statutes

Florida Statutes section 70.001, also known as the Bert Harris Act or "Private Property Rights Protection Act", provides a private cause of action when the existing use (or a vested right to a specific use) of property is inordinately burdened by the Florida governmental entity, including the agencies thereof. Adopted in 2021, it was created to provide relief to private landowners when a law, regulation, or ordinance inordinately burdens, restricts, or limits private property without amounting to a taking under the U.S. Constitution

Sections 163.3220-163.3243, Florida Statutes

Sections 163.3220-163.3243, Florida Statutes, otherwise known as the "Florida Local Government Development Agreement Act", grants assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies. Adopted in 2022, the Legislature enacted the bill in an effort to reduce uncertainty in development approvals by authorizing local governments to enter into development agreements with developers. These agreements will encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

INVENTORY AND ANALYSIS

A Property Rights Element is required under the provisions of section 163.3177 (6) (i) 1, Florida Statutes. The inclusion of this element and continued adherence to best practices in the provision of public infrastructure and regulation of land development to protect the public health, safety, and welfare will ensure implementation of these provisions. This Element does not create any property rights or due process rights that are not already judicially acknowledged and constitutionally protected.

The Village will continue to ensure that private property rights are clearly protected by the applicable provisions of the Village Charter, Code of Ordinances, and the Comprehensive Plan. The goal, objectives, and policies of the Property Rights Element will provide the direction necessary to proactively address potential policy conflicts before private property rights are adversely impacted.

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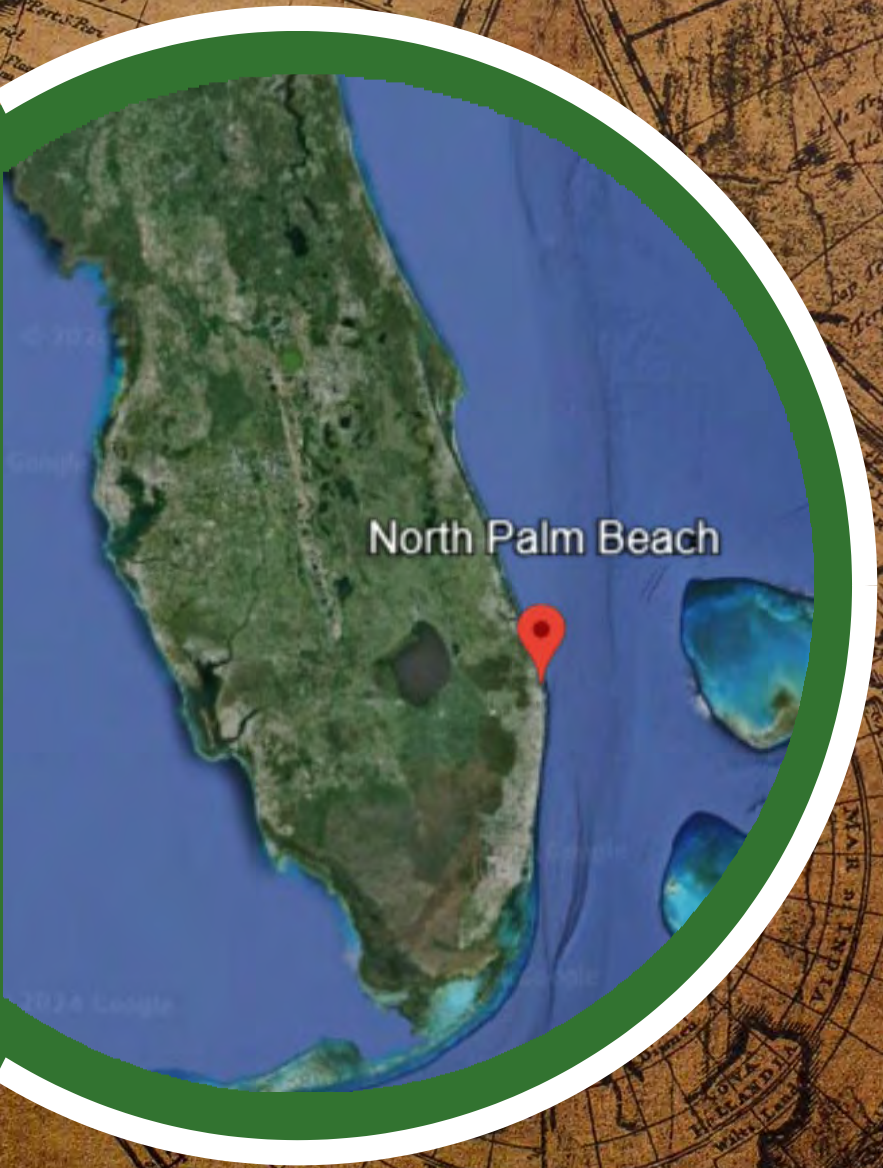
VILLAGE OF NORTH PALM BEACH

OPTIONAL MAPS



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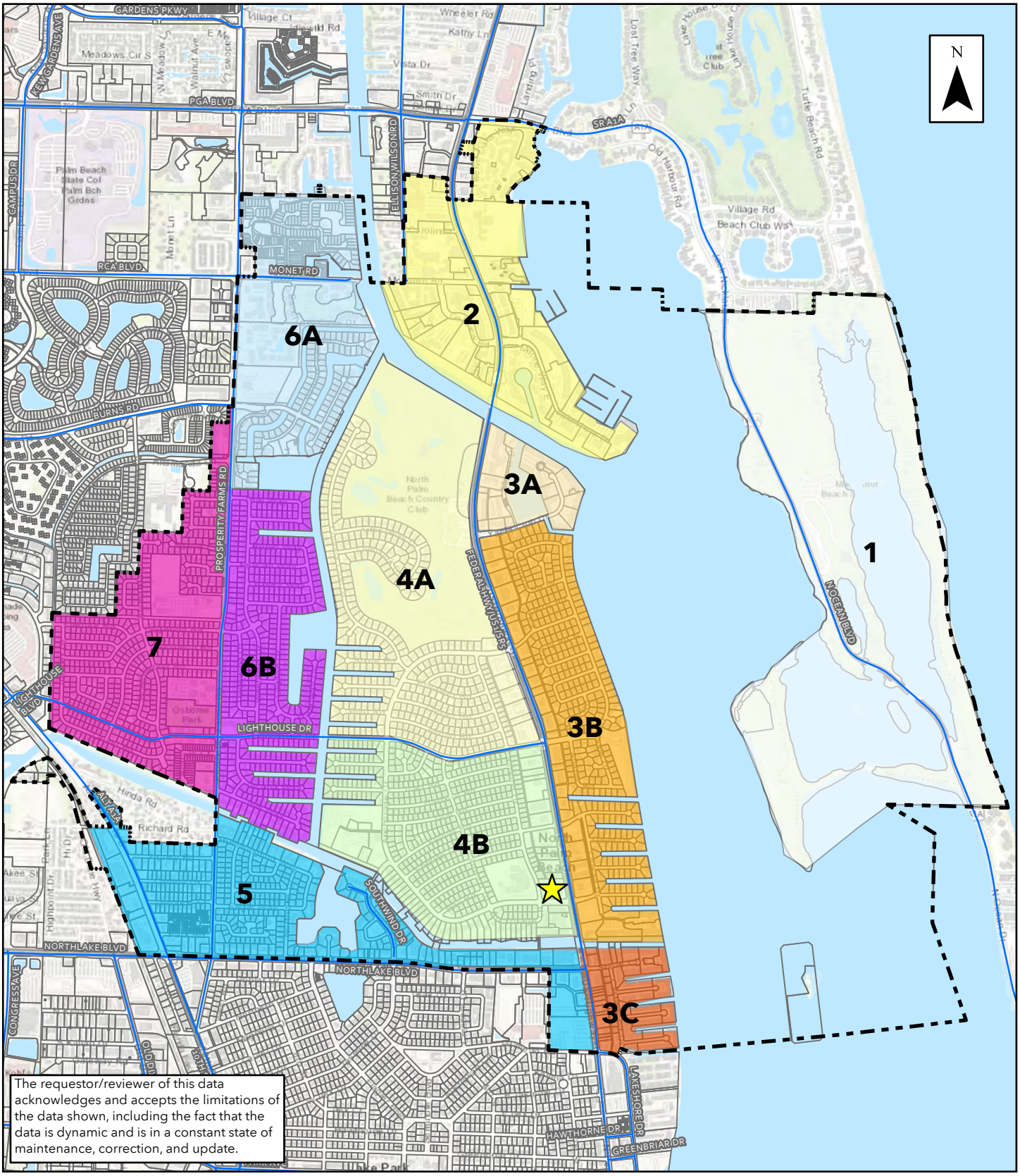
OPTIONAL MAP SERIES

1. PLANNING AREAS	OFLU MAP 1
2. ANNEXATION MAP	OANX MAP 1
3. ANNEXATION MAP INCLUDING SURROUNDING MUNICIPALITIES	OANX MAP 2
4. ANNEXATION ACREAGE	OANX MAP 3
5. EVACUATION ROUTES AND SHELTERS	OCM MAP 1
6. COASTAL PLANNING AREA	OCM MAP 2
7. COASTAL ACCESS	OCM MAP 3
8. FLOOD ZONES	OCM MAP 4
9. STORM SURGE	OCM MAP 5
10. SOIL EROSION	OCON MAP 1
11. BIKE LANES AND PEDESTRIAN SIDEWALKS	OTE MAP 1



The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

Legend

Planning Area
- Area 1
- Area 2
- Area 3A
- Area 3B
- Area 3C
- Area 4A
- Area 4B
- Area 5
- Area 6A
- Area 6B
- Area 7

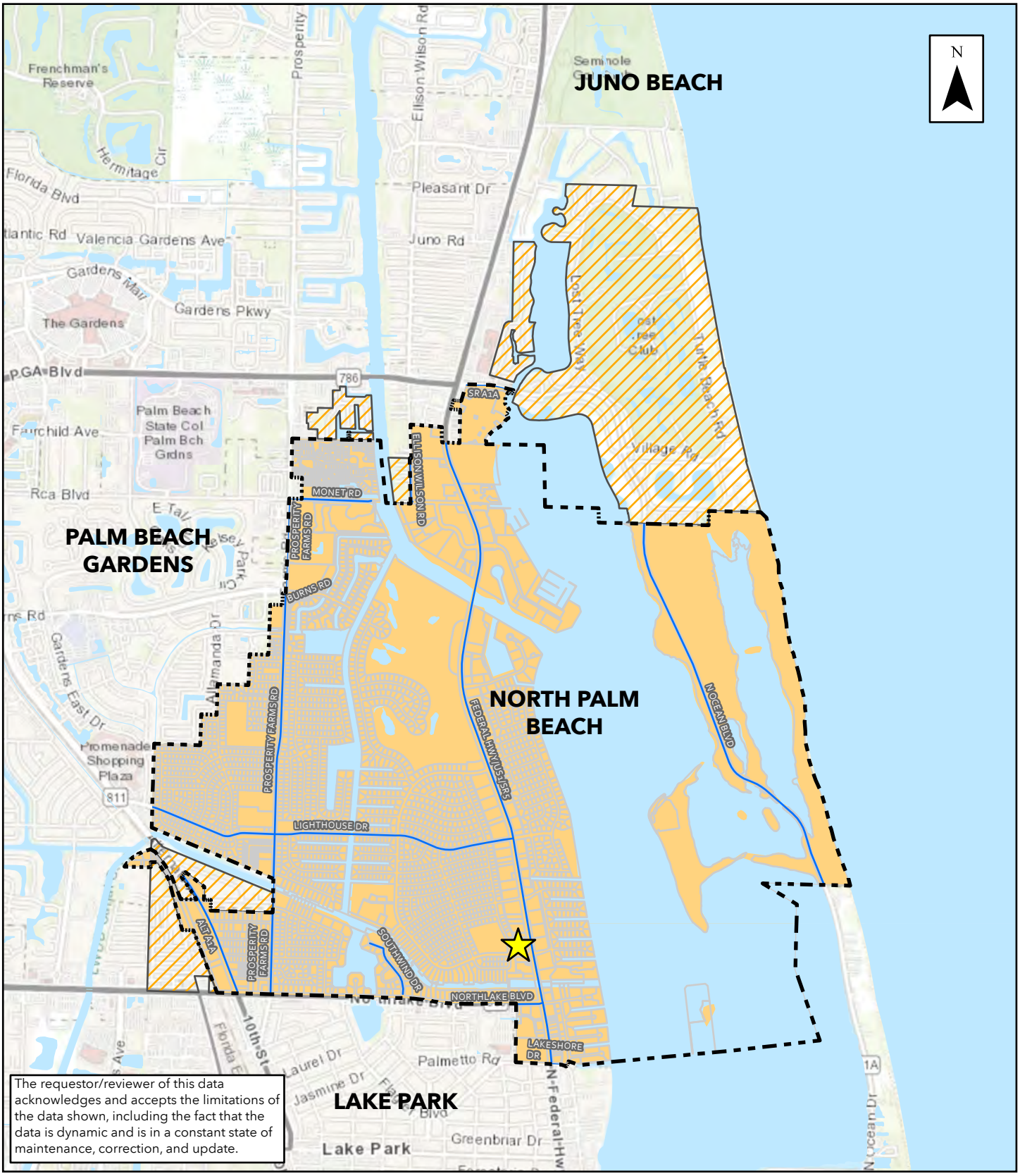
Village Boundary
Village Hall
Water
Major Roads

0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Planning Areas
DATE OF SOURCE-06.07.2024
DATE-08.06.2024

Village of North Palm Beach
Planning Area Map

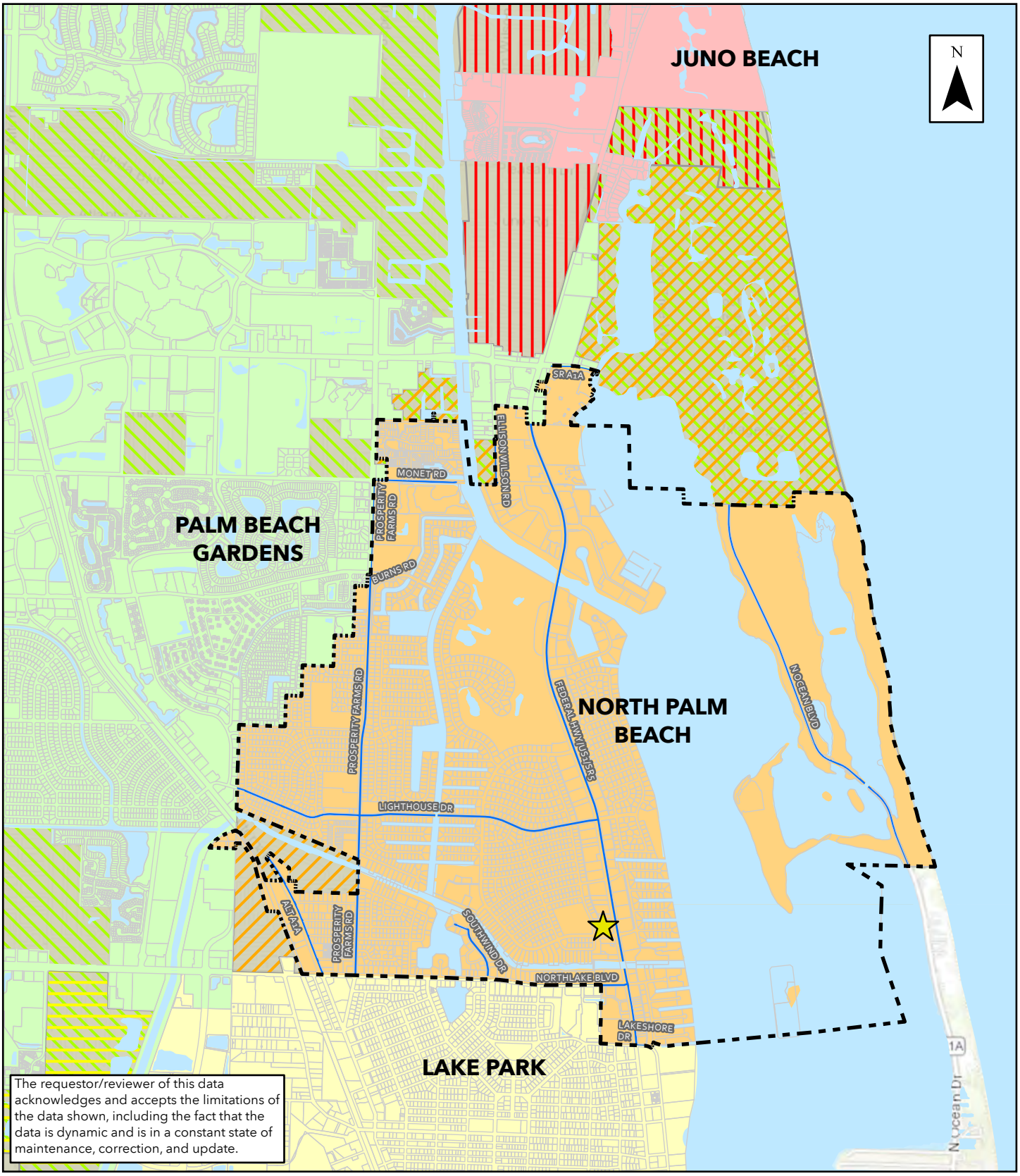
Element 1
OFLU - Map 1



SOURCE-Village of North Palm Beach
TITLE-Future_Annexations.shp
DATE OF SOURCE-03.25.24
DATE-08.06.2024

Village of North Palm Beach
Annexation Map

Element 2
OANX - Map 1



Legend

- Village Boundary
- Water
- Village Hall
- Major Roads
- Jurisdiction
  - Juno Beach
  - Lake Park
- North Palm Beach
- Palm Beach Gardens
- Unincorporated Palm Beach County
- Future Annexation Areas
  - JUNO BEACH
  - LAKE PARK
  - NORTH PALM BEACH
- PALM BEACH GARDENS

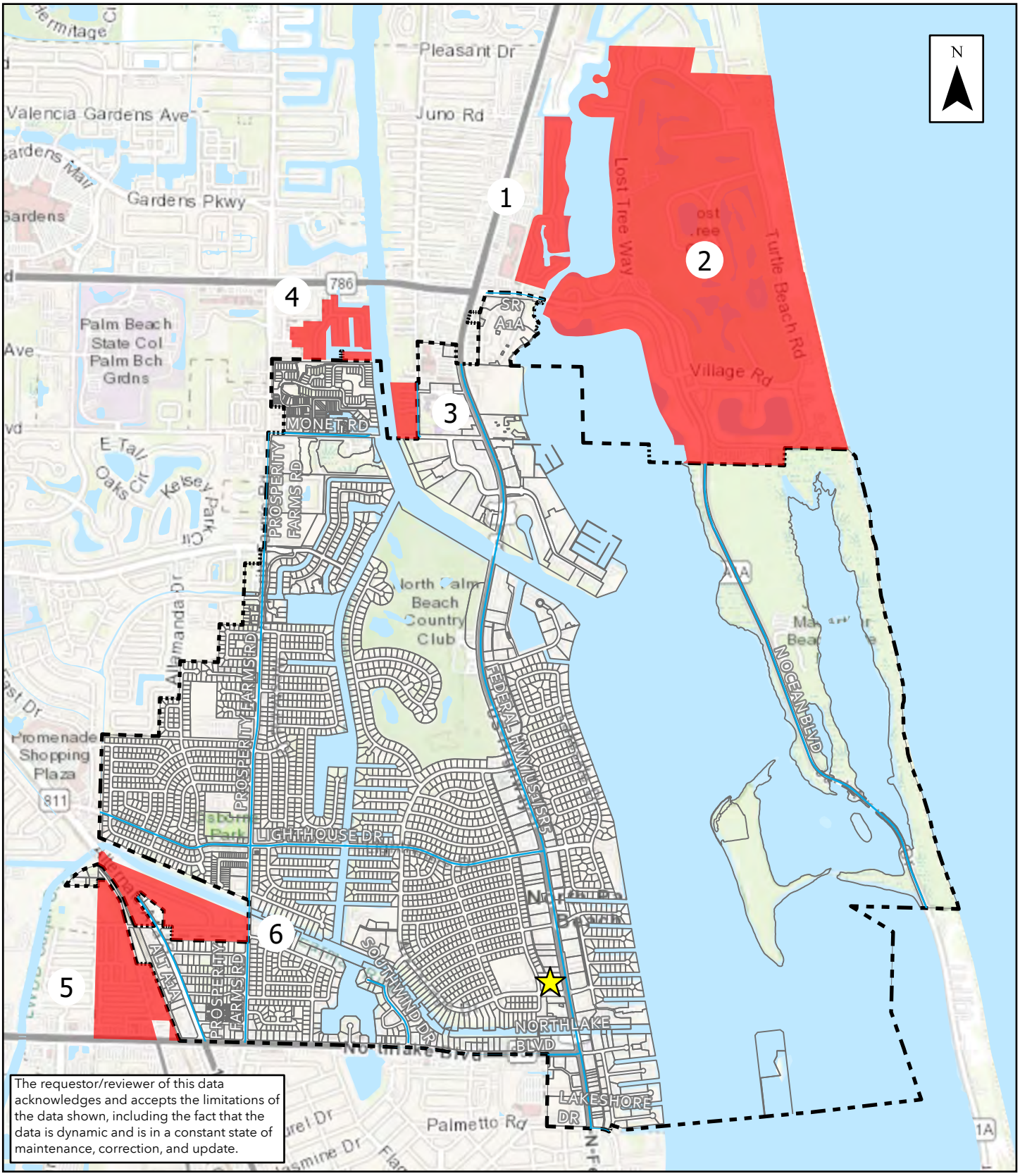
0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Future_Annexations.shp
DATE OF SOURCE-03.25.24
DATE-08.06.2024

Village of North Palm Beach

Annexation Map Including Surrounding Municipalities

Element 2
OANX - Map 2



Legend

- Annexation Areas
- Water
- North Palm Beach Boundary
- Major Roads
- Village Hall

Total Acreage: 688.1

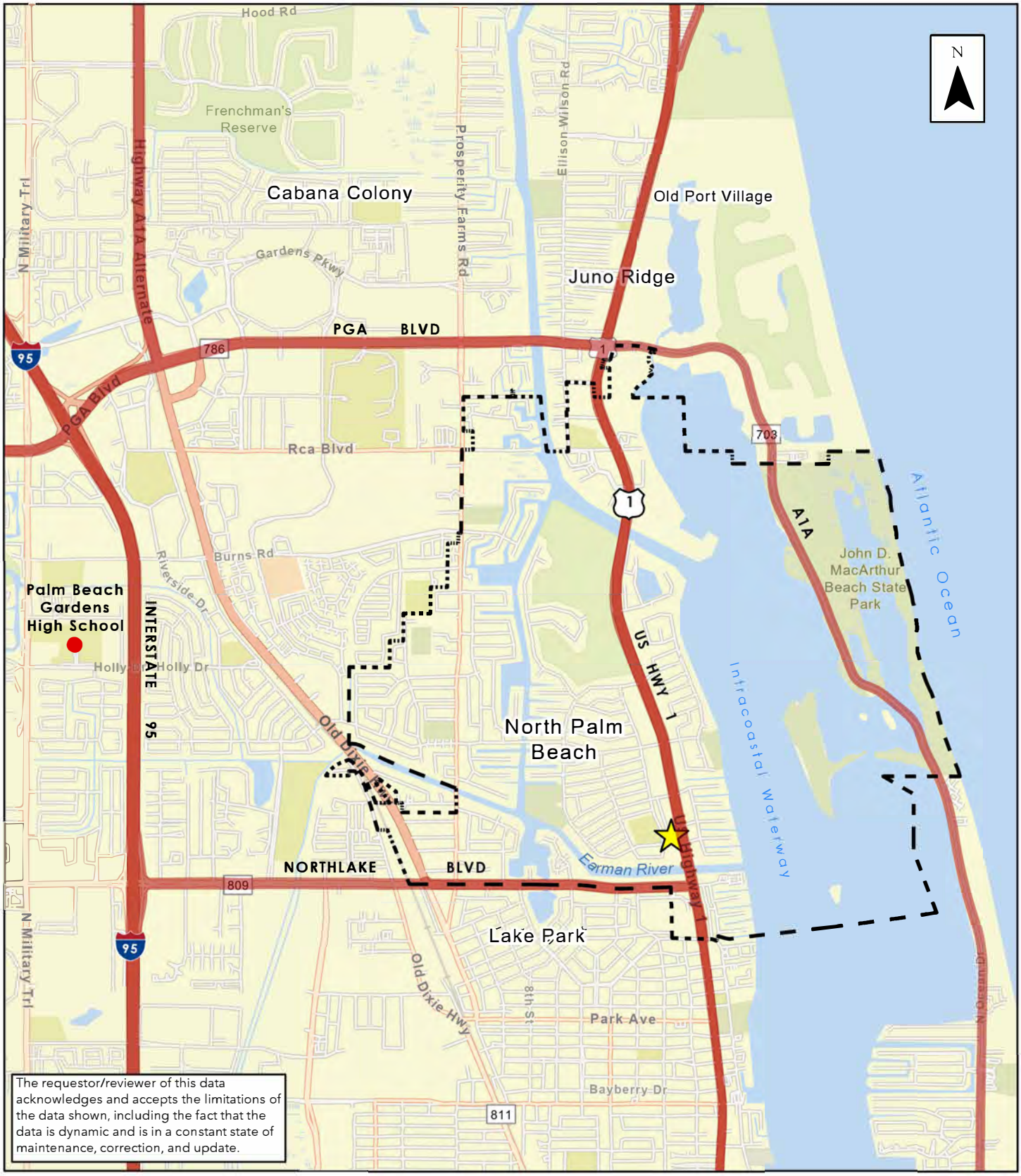
1: 35.5 acres
2: 531.9 acres
3: 9.3 acres
4: 22.4 acres
5: 51.6 acres
6: 37.4 acres

0 0.25 0.5 1 Miles

SOURCE-Village of North Palm Beach
TITLE-Future_Annexations.shp
DATE OF SOURCE-04.08.24
DATE-08.06.2024

Village of North Palm Beach
Annexation Areas - Acreage

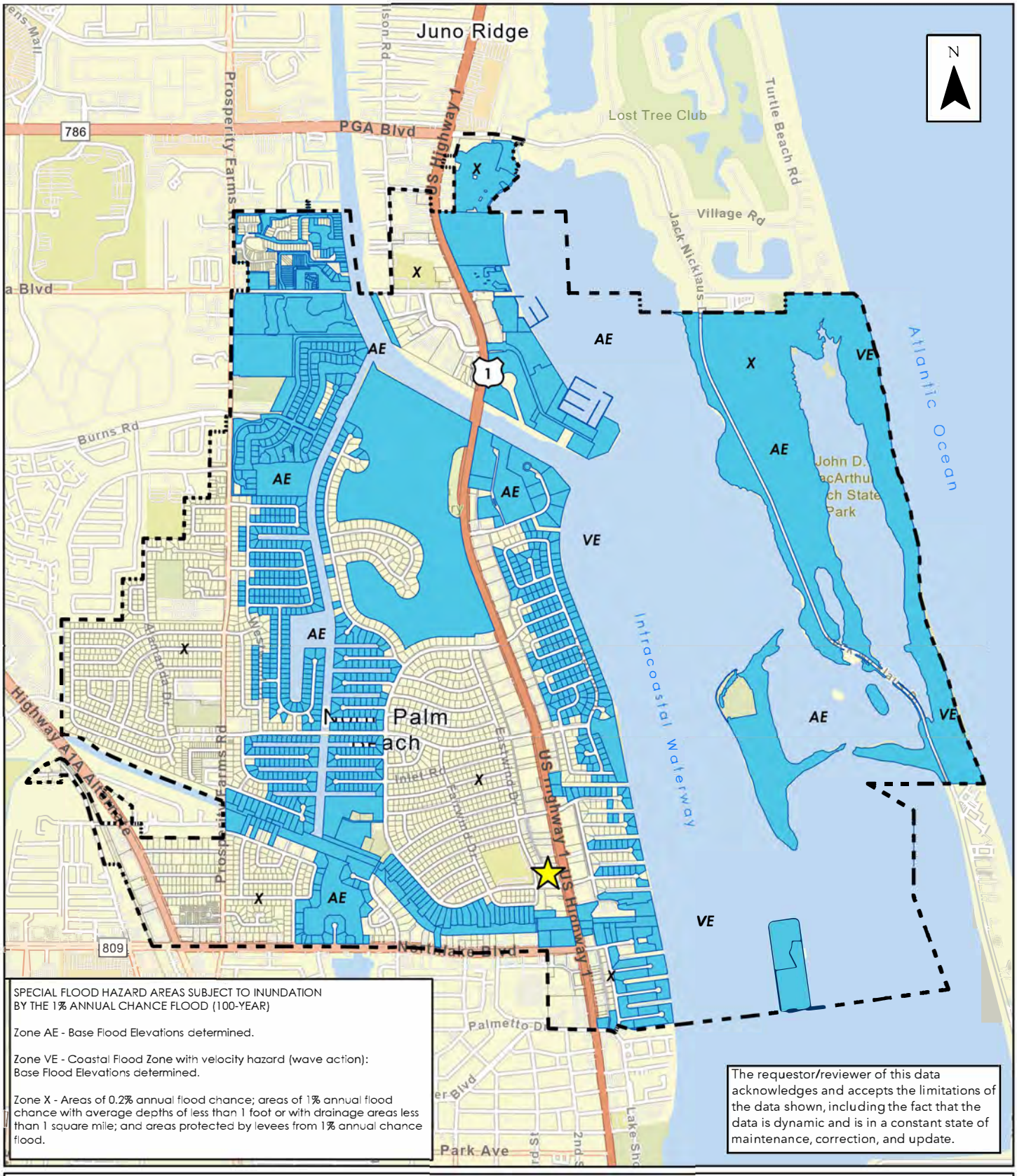
Element 2
OANX - Map 3



Optional Map
SOURCE. Florida Division of Emergency Management (Evacuation Routes, Palm Beach County (Hurricane Shelters)
DATE. 8.6.2024

Village of North Palm Beach
EVACUATION ROUTES & SHELTERS

ELEMENT 7
OCM-Map 1



Optional Map
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
COASTAL PLANNING AREA

ELEMENT 7
OCM-Map 2

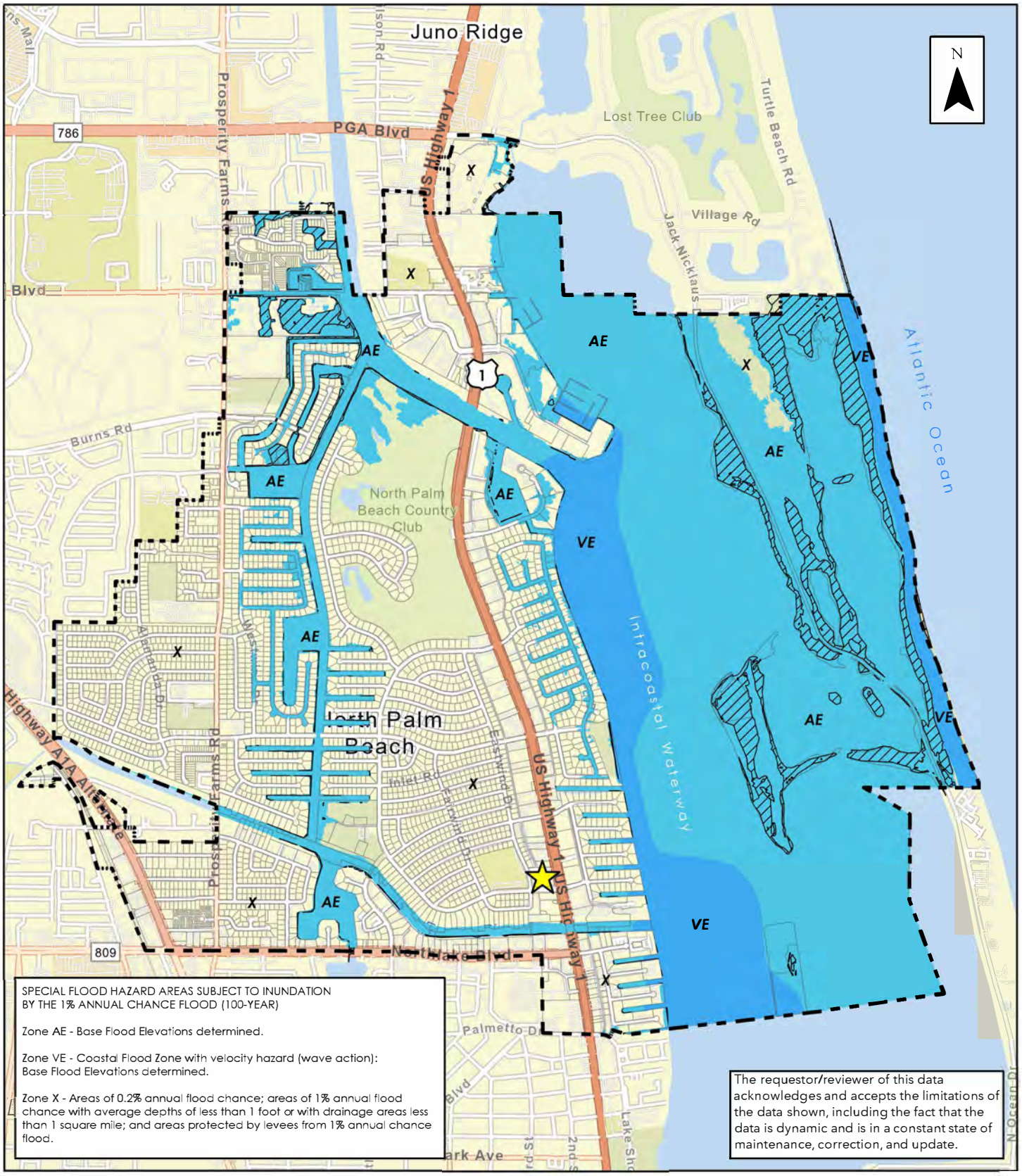


Optional Map
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach

COASTAL ACCESS

ELEMENT 7
OCM-Map 3



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YEAR)

Zone AE - Base Flood Elevations determined.

Zone VE - Coastal Flood Zone with velocity hazard (wave action): Base Flood Elevations determined.

Zone X - Areas of 0.2% annual flood chance; areas of 1% annual flood chance with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The requestor/reviewer of this data acknowledges and accepts the limitations of the data shown, including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.

Coastal High Hazard Area

Municipal Boundary

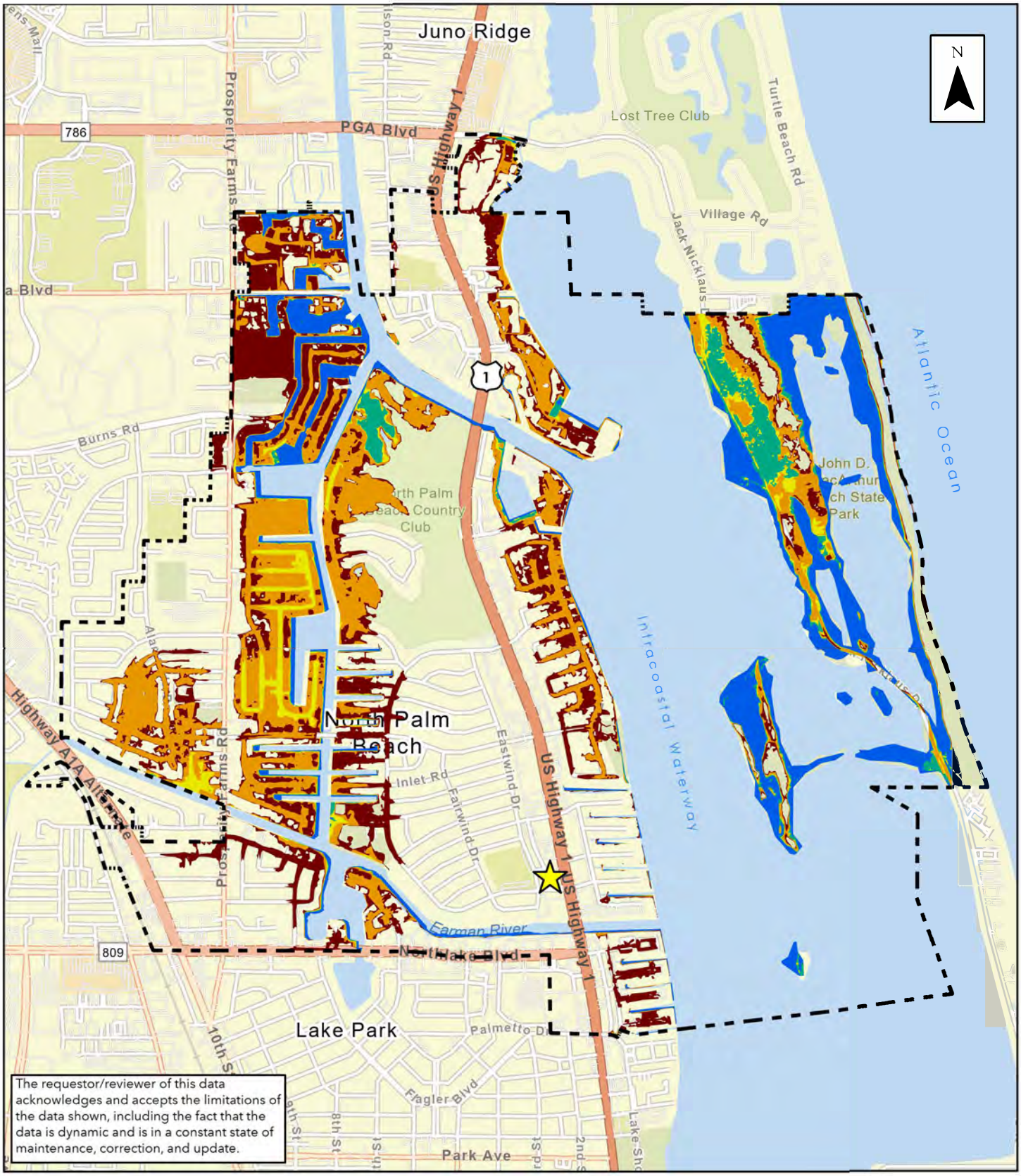
Village Hall

0 0.25 0.5 1
Miles

Optional Map
SOURCE. Federal Emergency Management Agency
TITLE. Flood Hazard Zones
DATE. 8.6.2024

Village of North Palm Beach
FLOOD ZONES

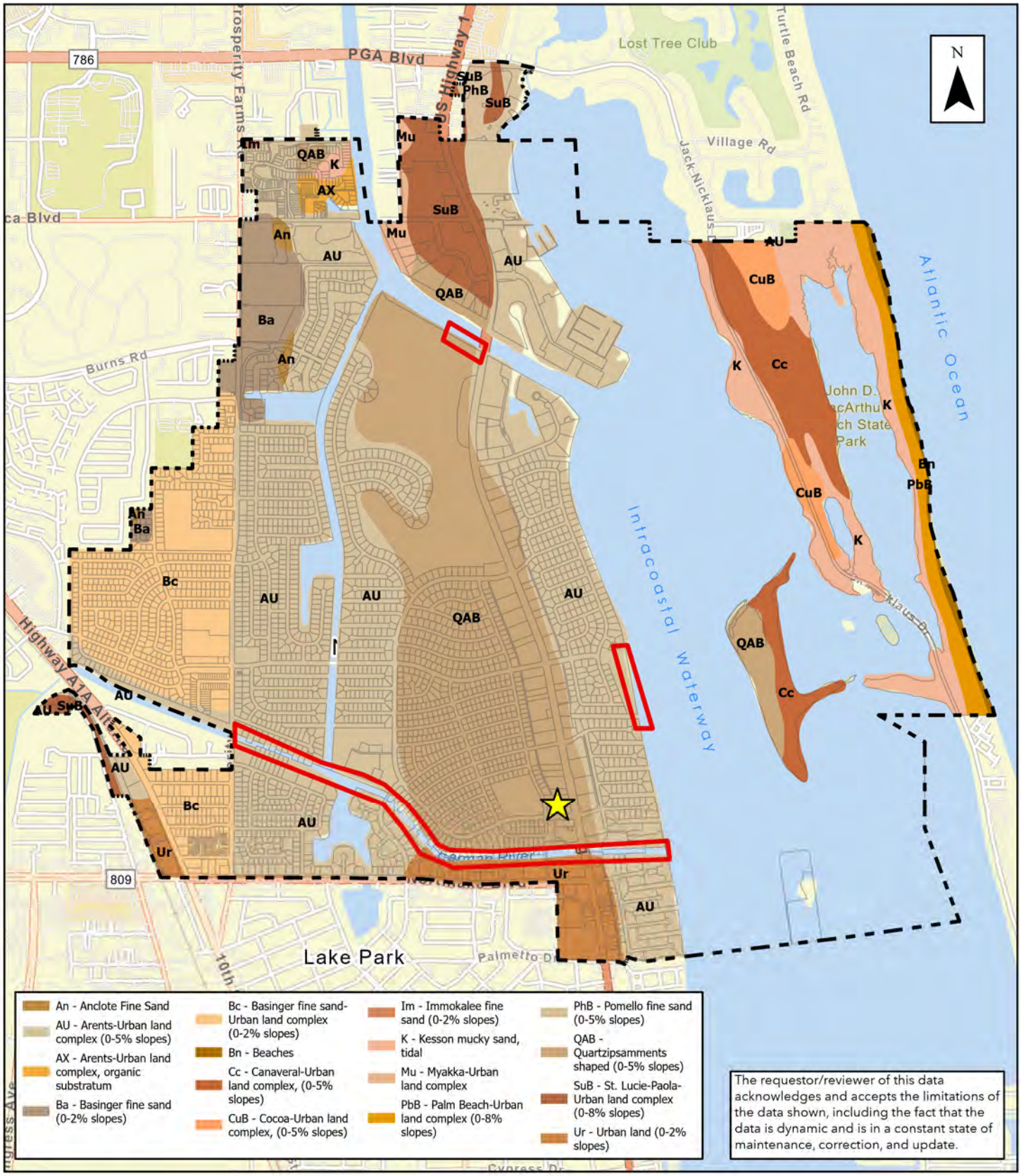
ELEMENT 7
OCM-Map 4



Optional Map
SOURCE. Florida Division of Emergency Management
TITLE. Storm Surge Zones
DATE. 8.6.2024

Village of North Palm Beach
STORM SURGE

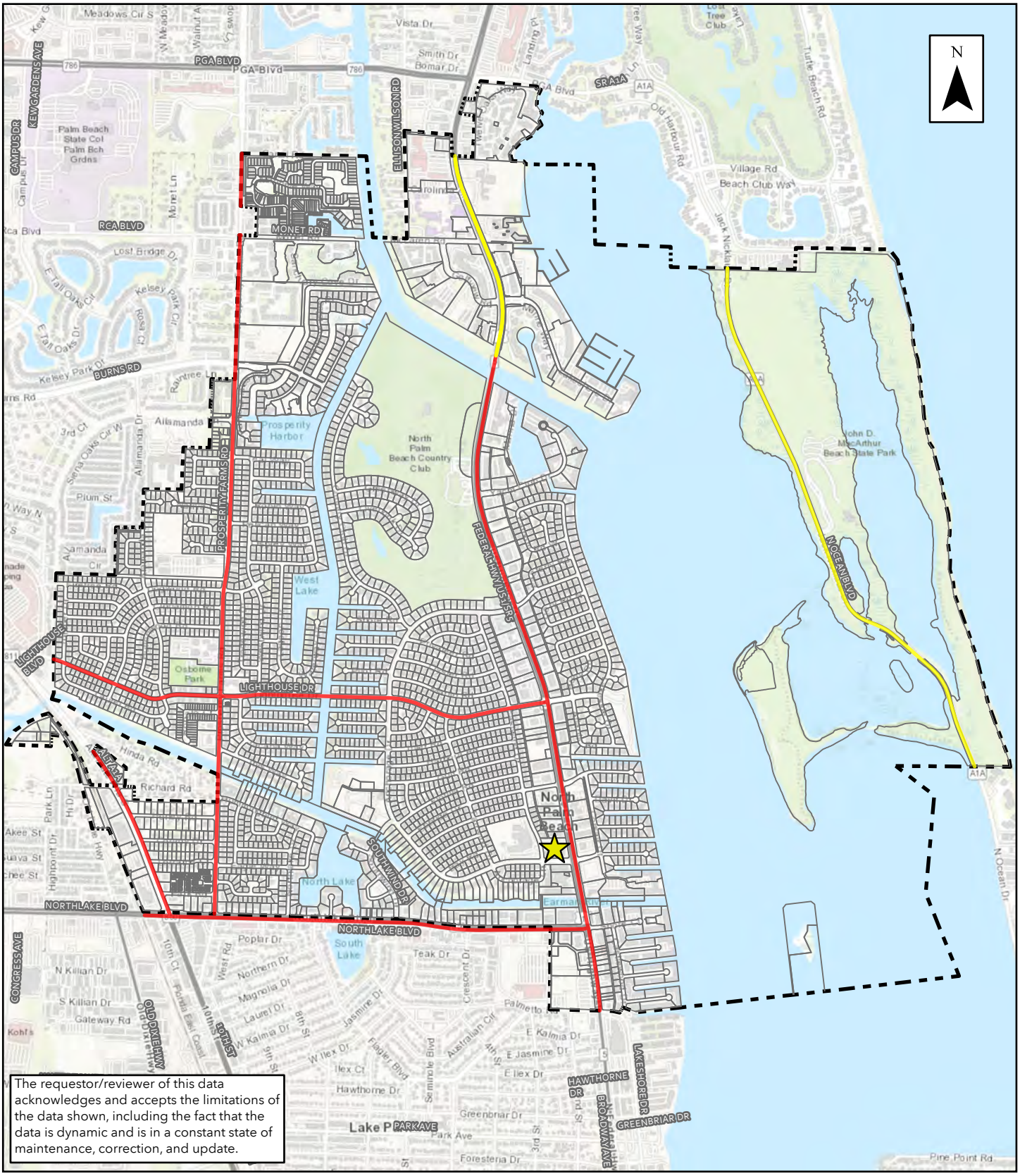
ELEMENT 7
OCM-Map 5



Optional Map
SOURCE. Village of North Palm Beach
DATE. 8.6.2024

Village of North Palm Beach
AREAS OF KNOWN SOIL EROSION

ELE. 5
OCON-Map 1



Legend

- NPB Boundary
- Village Hall
- Bike Lane and Pedestrian Sidewalk
- Pedestrian Sidewalk

0 0.25 0.5 1 Miles

SOURCE-Florida Department of Transportation (FDOT)
TITLE-sidewalk_width_sep.shp; bike_lane.shp
DATE OF SOURCE-04.10.24
DATE-08.06.2024

Village of North Palm Beach
Bike Lanes and Pedestrian Sidewalks

Element 4
OTE - Map 1

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Village of North Palm Beach Florida

2024-2034 ~~2015 - 2025~~ North Palm Beach

Water Supply Facilities Work Plan Update

Prepared for the Village of North Palm Beach

Prepared by Calvin Giordano & Associates. Inc

~~Land Research Management, Inc.~~

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~~North Palm Beach Potable Water Supply Facilities Work Plan~~

Introduction

~~The purpose of the~~ The 2024-2034 ~~2015 - 2025~~ North Palm Beach Water Supply Facilities Work Plan Update covers a 10-year planning horizon and is consistent with proposed amendments to the Village's Comprehensive Plan and the 2023-2024 Lower East Coast (LEC) Water Supply Plan update. ~~(2015 - 2025 Work Plan)~~The purpose of the 2024-2034 Water Supply Plan is to identify and plan for the water supply sources and facilities needed to serve existing and future development within the Village's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (SFWMD) approved the 2023-2024 ~~2013~~ Lower East Coast Water Supply Plan Update ~~(2013 LEC Update)~~.

At this time, SFWMD has almost finalized the 2023-2024 Lower East Coast Water Supply Plan (LEC) ~~adopted the 2013 LEC Update on September 12, 2013~~. Per Section 163.3177(c), Florida Statutes, local governments and water suppliers are required to adopt a related Work Plan and supportive amendments to their comprehensive plans within 18 months of the approved LEC. The North Palm Beach Potable Water Supply Facilities Work Plan will be using the current 2023-2024 LEC draft as this is the most recent information available at the time of this report. ~~by March 12, 2015~~.

Municipalities and public water suppliers are required to coordinate with the SFWMD in the preparation of their Work Plans in order to identify needed facilities for at least a 10-year planning horizon ~~period~~, confirming that: (1) adequate water supply is available; and (2) infrastructure plans necessary to serve projected need have been prepared.

~~The (2015 - 2025 Work Plan) references identified initiatives to ensure adequate water supply for the Village of North Palm Beach.~~ According to state guidelines, the Village's 2024-2034 Work Plan ~~(2015 - 2025 Work Plan)~~ and Comprehensive Plan must address traditional and alternative water supplies, as appropriate, service delivery and conservation and reuse programs necessary to serve existing and new development for a minimum 10-year period. Further, the ~~(2015 - 2025 Work Plan)~~ 2024-2034 Work Plan must include a planning time-frame schedule consistent with the Comprehensive Plan and the LEC Update.

Potable water is supplied to North Palm Beach by the Seacoast Utility Authority (Seacoast). Local governments, like North Palm Beach, are required to coordinate with local public water suppliers, like Seacoast Utility Authority, in the preparation of Work Plans in order to identify needed facilities for at least a 10-year planning period. Seacoast does not have any plans for capital projects within this 10-year period. The Village will work with Seacoast Utility Authority and ~~to~~ coordinate with SFWMD in the preparation of Work Plans in order to identify needed facilities for at least a 10-year planning period. ~~Seacoast has provided specific documentation to governments within its service area confirming that: (1) adequate. Water supply is available; and (2) infrastructure plans necessary to serve projected need have been prepared.~~

~~Background Information~~ Statutory History

The Florida Legislature enacted bills during the 2002, 2004, 2005, 2011, 2012, 2015, and 2016 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, Florida Statutes (F.S.), by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

In 2005, lawmakers revised state water law, Section 373.707, F.S., and created the Water Resource Protection and Sustainability Program, which requires a higher level of water supply planning coordination between water management districts and local governments.

In 2011, the Florida Legislature updated Chapter 163, Part II, F.S., the *Community Planning Act* ("Act"), as set forth in Section 163.3164, F.S., et seq., to address the state's water supply needs. The Act requires each municipality and county to adopt and maintain a comprehensive plan. In Florida, all proposed and approved development in the community must be consistent with the comprehensive plan. In terms of water supply planning, information about state requirements for local government comprehensive plans is available in each regional water supply plan update.

The development of these plans has assisted the SFWMD in the coordination of future water supply planning and permitting with local government land use planning.

The 2012, 2015, and 2016, statutory changes clarified certain language which does not materially impact the Village. These legislative amendments have not impacted the requirement for local governments to provide an appropriate Water Supply Facilities Work Plan Update in a timely manner.

Statutory Requirements

Each local government must comply with the following requirements:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]

2. Ensure its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of

occupancy or its functional equivalent and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.],

4. For local governments subject to a regional water supply plan, revise the general Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:

    a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s.373.0361(7), F.S. [s. 163.3177(6)(c)(3), F.S.];

    b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c)(3), F.S.]; and

    c. Include a water supply facility work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s.163.3177(6)(c), F.S.];

5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period.

6. To the extent necessary to maintain internal consistency after making the changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177 (6)(d), F.S.] If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (13), F.S.];

7. To the extent necessary to maintain internal consistency after making the changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177(6)(h)1.,F.S.]

8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update its Work Plan, including the development of alternative water supplies, and determine whether the identified

alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3181(3), F.S.].

~~Included in this section are a brief Village overview and a discussion of defined regional water issues.~~

Village Overview

Figure 1 is a map of The Village of North Palm Beach, located in northeastern Palm Beach County. ~~(Ref: Map 1),~~ .

Figure 1
Map of The Village of North Palm Beach

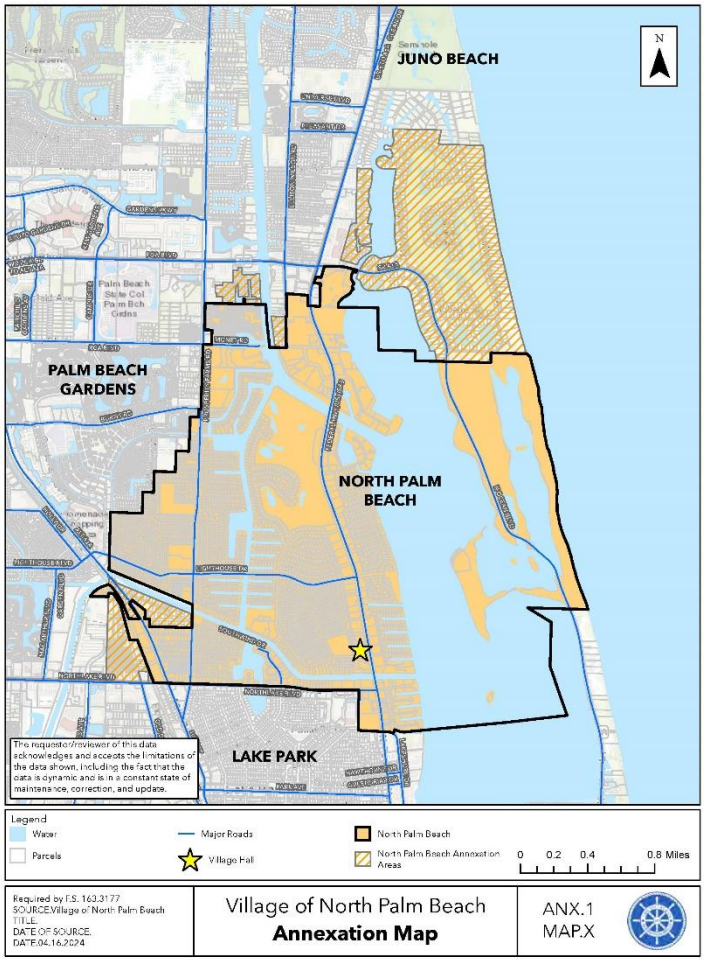


Figure 1 The Village of North Palm Beach

The Village of North Palm Beach is a unique water-oriented community providing a full-range of social, cultural and recreational opportunities, including the North Palm Beach Country Club and the 385-acre John D. MacArthur Beach State Park, for its residents. Incorporated in 1956, the Village's five square miles of incorporated area includes approximately two square miles of water area.

The current population of the Village according to the U.S. Census Bureau, American Community Survey, 2021 5-year estimates is 13,096. The village's population is stable with minimal future development potential. Population growth is limited by the scarcity of vacant and developable land unless annexations occur. Existing redevelopment is limited to single family and a few commercial properties. Over the next 10 years, future redevelopment along the US 1 and Northlake Boulevard corridors could bring additional commercial and mixed-use redevelopment beyond the 10-year time line. ~~Approaching buildout, with limited remaining developable area, the Village presently supports a resident population of approximately 12,600 and a peak-day seasonal population of an additional 1,500 part-time residents~~.

The Village of North Palm Beach's population increases during the Winter season, which spans from November through April. According to the ACS 2022 5-year estimate, seasonal units in the Village total 1,748. Using 1.8 persons per household as the multiplier to estimate seasonal population, the seasonal population total is 3,146. Adding this number to 13,096 makes the total seasonal population in the Village 16,242.

Village marinas and waterfront parks provide boating and fishing opportunities for small crafts as well as luxury and sport fishing boats. Hundreds of docks line waterways within the Village providing access to productive fishing areas in the Lake Worth Lagoon and the Atlantic Ocean.

The Village has generally restricted commercial development to the Northlake Boulevard, U.S. Highway One, and Alternate A-1-A corridors. Historically, the Village has prohibited industrial development. However, creation of an industrial future land use category, coupled with recent annexation activity, has created opportunities for industrial development in the area west of Alternate A-1-A.

The Village operates under a Council/Manager form of government, consisting of five elected officials and an appointed Village Manager. A group of appointed boards whose duties include advisory and plan review functions, meet regularly to ensure careful consideration of matters relating to development, planning, recreation and administrative affairs. These board meetings, often well-attended by Village residents, provide a vital means of assuring public input into the Village decision-making process.

The Village provides a full range of municipal services, including public safety (police, fire and emergency medical services), solid waste and public improvements as well as ~~the~~ recreational/cultural and general political and administrative services.

Relevant Regional Issues

South Florida regional water supply issues are identified and discussed in ~~Chapter 5 *Evaluation of Water Source Options* of~~ the 2023-2024 ~~2013~~ Lower East Coast (LEC) Update. The LEC Planning Area traditionally has relied on fresh groundwater from the Surficial Aquifer System, (SAS), and fresh water from Lake Okeechobee as the primary

water source for urban, agricultural, and industrial uses. In many areas of the LEC Planning Area, development of these sources has been maximized due to potential impacts on the regional system, wetlands, existing water users, and the potential for saltwater intrusion. As population and water demands increased, the development of other water source options also increased. Therefore, new or increased allocations from these freshwater sources will be reviewed on an application-by-application basis to determine if a project meets the consumptive use permitting criteria. As a result, diversification of water supply sources, such as use of the upper Floridan aquifer, increased storage, reclaimed water, and appropriate water conservation of additional storage systems, i.e reservoirs, aquifer storage, and recovery systems has been occurring in the LEC Planning Area and is expected to continue to occur in the future. The source options are dependent on location, use type, demand, regulatory requirements, and cost.

Additionally, Southeast Florida is one of the most vulnerable regions to the impacts of climate change and sea level rise as result of our flat topography, porous limestone geology, and dense coastal development. Climate change and sea level rise are expected to present significant challenges relating to water resource planning, management, and infrastructure for the counties located in South Florida, including Broward, Miami-Dade, Palm Beach, and Monroe counties. The primary concern to water supply is saltwater intrusion into the SAS and Biscayne aquifers, which are the primary sources of drinking water in the tri-county region. Local governments and water utilities in the Southeast Florida region have formalized the integration of water supply and climate change considerations as part of coordinated planning efforts, including updates to local government and water utility 10-year Water Supply Facility Work Plans and enhancements to local government's Comprehensive Plans. Key considerations for communities within the four County Compact planning area include:

1) sea level rise;
2) saltwater intrusion;
3) extreme weather; and
4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive storm water and wastewater systems.

Regional issues that affect the Village include minimizing pressure on the Everglades, SAS and Floridan Aquifers. To that end, the Comprehensive Everglades Restoration Plan (CERP) is providing the foundation for one of the largest ecosystem restoration projects in the world. The SFWMD and the US Army Corps of Engineers have partnered to restore, protect, and preserve the water resources of central and southern Florida, including the Everglades. Various projects under CERP help to ensure the proper quantity, quality, timing, and distribution of waters to the Everglades and all South Florida. The goal of CERP is to capture fresh water that now flows unused to the Atlantic Ocean and the Gulf of Mexico to redirect the water to flow through the historic flow path down to Florida Bay. ~~Among the issues identified, the following are the most pertinent to Village future water supply needs: freshwater withdrawal from the limited Surficial Aquifer System (SAS) resource; use of reclaimed water as an alternative source; and conservation practices as a~~

~~means to reduce per capita consumption.~~

Surficial Aquifer (SAS) ~~SAS~~ Withdrawal

Fresh groundwater is the primary source of supply for potable water consumption, landscape irrigation, and industrial and commercial uses in the LEC Planning Area. In the urban areas of the LEC Planning Area, including the Village, public water suppliers (PWS) rely heavily on the SAS. The SAS produces good quality fresh water from relatively shallow wells. Local rainfall, canals, and water from the Water Conservation Areas and Everglades National Park recharge these aquifers. When sufficient water is available, surface water from Lake Okeechobee can also be routed to regional canals to maintain water levels and recharge the aquifer. However, during droughts, lower regional groundwater levels may cause inland movement of salt water. In this case, water shortage restrictions may be declared by the Governing Board of the SFWMD to conserve freshwater supplies.

According the 2023-2024 LEC update, traditional freshwater sources are not sufficient to meet projected 2045 water demands. ~~Most of the 2030 regional water supply demand will continue to be met by fresh groundwater from the SAS.~~ However, coordinated long-term plans are being implemented that consider alternative water supplies in order to match demand with availability. Discussions of current programs and plans are presented in Sections 4.0 (Water Source Identification), 5.0 Water Supply Project Identification and Section and 7.0 (Conservation Practices) of this report

Use of Reclaimed Water

The use of reclaimed water in the LEC Planning Area helps to reduce potential resource impacts by decreasing the reliance on traditional fresh sources, such as groundwater and surface water. Reclaimed water receives at least secondary treatment and basic disinfection and is reused after treatment at a domestic wastewater treatment facility. Reclaimed water is used for landscape irrigation (e.g., medians, residential lots, and golf courses), groundwater recharge, cooling water, and environmental enhancement.

The Water Resource Implementation Rule (Chapter 62-40, F.A.C.) requires the Florida Department of Environmental Protection (FDEP) and water management districts to advocate and direct the use of reclaimed water as part of their water management programs. The District requires all applicants for water use permits to irrigate with more than 0.1 MGD of water and those applicants within a mandatory reuse zone to use reclaimed water if it is feasible.

Reclaimed water for irrigation will continue to be an important and expanding part of future reuse in the LEC Planning Area. Additional reuse methods may be available to meet future water demands including use by water suppliers to recharge and replenish the network of canals found in Palm Beach County and reduce water deliveries from the regional water management system during the dry season.

A discussion of the status of reclaimed water use is presented in Section 7.O (Conservation Practices) of this report

~~**Implementation of Conservation Measures**~~

~~Water conservation is considered a water source option because it can reduce, defer, or eliminate the need for expansion of the water supply infrastructure. The District has approved the Comprehensive Water Conservation Program which consists of three initiatives: regulatory; voluntary and incentive-based; and education and marketing. The objective of the program is to achieve a measurable reduction in water use. The success of Comprehensive Water Conservation Program is subject to funding levels and voluntary participation by public water suppliers and other participating groups.~~

~~A discussion of current conservation practices is presented in Section7.0 (Conservation Practices) of this report~~

Data and Analysis

Included in this section is a discussion of Village potable water supply services and needs.

Potable Water Service Area and Facilities

North Palm Beach does not own or operate its own potable water supply system. Rather, potable water facilities and services are provided by Seacoast Utility Authority (Seacoast). In addition to the Village, Seacoast provides potable water service to Palm Beach Gardens, Juno Beach, and Lake Park, as well as portions of unincorporated Palm Beach County. The corporate limits of the Village, within the Seacoast service area, are illustrated on Map 2.

All five entities receiving services are members of the Seacoast Governing Board. All responsibilities for the withdrawal, treatment and distribution of potable water to the residents and businesses in the Village are assumed by Seacoast, including the direct billing of customers.

Related to the approval of development orders, Seacoast requires developers to upgrade the capacity of existing systems, and/or build new system components to meet their needs. Upon completion, Seacoast assumes ownership, operation and maintenance responsibilities of all related systems.

At the time of the 2024-2034 Water Supply Plan Update, no new water treatment plants are planned for construction in the Seacoast service area. ~~Seacoast recently completed a 30.5 MGD membrane treatment facility allowing its two lime-softening treatment facilities (Richard Road and Hood Road) to be decommissioned.~~

Figure 2
Map of Seacoast Utility Authority Service Area

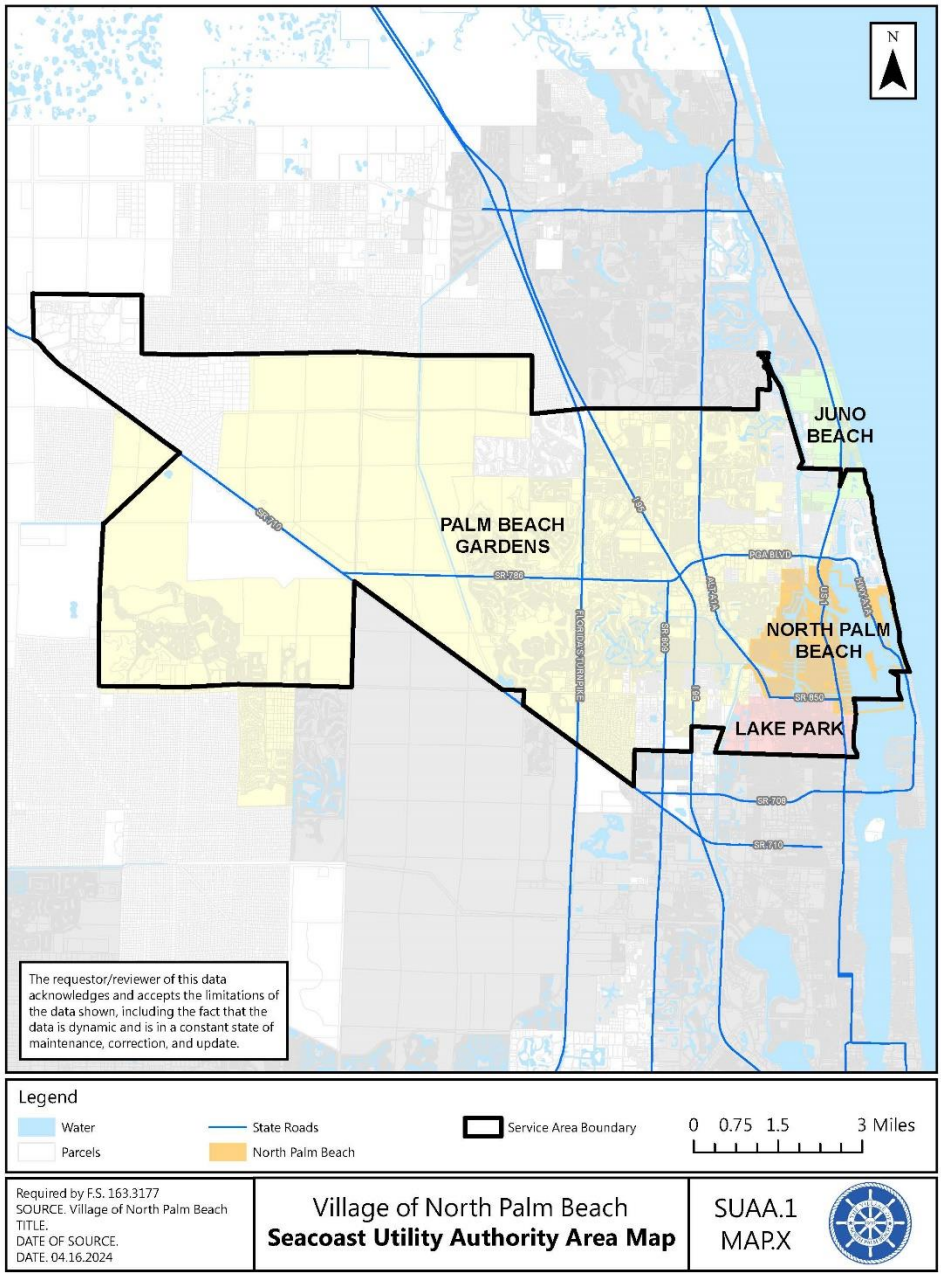


Figure 2 Map of Seacoast Utility Authority's Service Area.

Population and Land Use

Population projections for the Seacoast service area and the Village were supplied by the Palm Beach County Planning Division. Projections are presented in Table 1.

Table 1 North Palm Beach Population Projections 2025-2045

Year	Seacoast Service Area*	North Palm Beach**	North Palm Beach Share of Service Area (%)
2025	97,911	13,053	13.3%
2030	102,856	13,297	12.9%
2035	103,569	13,503	13.0%
2040	105,683	13,838	13.1%
2045	106,537	14,069	13.2%

Source: *Seacoast Service Area Data From 2023-2024 LEC Update. **North Palm Beach Data From 2023 PBC, Zoning, and Building Division Population Projections.

~~**TABLE 1**~~
~~**Population Projections**~~

~~Year~~	~~Resident Population Projections*~~		~~North Palm Beach Share of Service Area(%)~~
	~~Seacoast Service Area~~	~~North Palm Beach~~	
~~2015~~	~~90,853~~	~~12,219~~	~~13.4~~
~~2020~~	~~96,674~~	~~12,592~~	~~13,0~~
~~2025~~	~~100,816~~	~~12,786~~	~~12.7~~
~~2030~~	~~103,271~~	~~13,070~~	~~12.7~~
~~2035~~	~~105,802~~	~~13,353~~	~~12.6~~

~~* - Palm Beach County Planning Division data; March 2013.~~

~~North Palm Beach population projections were most recently updated by the Village during its evaluation of proposed Comprehensive Plan Amendment 2015- 02 (Waterclub II).~~ During the last update (2015), ~~P~~ projections indicated that buildout of the Village would occur by 2020 and result in a population of 13,084 permanent residents. Based on the 2021 American Community Survey 5-Year Estimates, the population of the Village is 13,096. At this time the Village's population is stable with opportunities for some growth from redevelopment. ~~or 103% of the number (12,592 residents) projected by the Palm Beach County Planning Division for that same year. Due to the slight difference, and in order to maintain consistency with the Village's service provider, projections prepared by the Palm Beach County Planning Division, as presented in Table 1, are used for the purposes of projecting future Village water supply needs.~~

An updated inventory of the Village's ~~existing~~ Future ~~Village~~ Land use is presented in Table 2. ~~The minimal amount of vacant land indicates that the assumption of a near-term~~

~~projected buildout of the Village is appropriate.~~

Table 2 North Palm Beach Future Land Use Acreage

Future Land Use Designation	Acreage	Percentage
Low Density Residential	684.68	39.38%
Medium Density Residential	58.06	3.34%
High Density Residential	224.65	12.92%
Recreation/Open Space	193.61	11.14%
Conservation	301.59	17.35%
Other Public Facilities	29.44	1.69%
Public Buildings & Grounds	17.36	1.00%
Light Industrial/Business	6.49	0.37%
Educational	9.92	0.57%
Commercial	212.8	12.24%
Total	1738.6	100.00%

Source: 2023-2024 Noth Palm Beach Village Comprehensive Plan. Future Land Use Element

Level-of-Service (LOS)

The Village's adopted potable water level-of-service (LOS) standards, per Seacoast, ~~the Village of North Palm Beach Comprehensive Plan~~ are as follows:

Potable Water Average Day LOS: 188 ~~Residential - 99~~ gallons per capita per day (GPCD) for the entire Village, including non-residential. ~~and Non-Residential - 1,874 gallons/acre/day.~~

Sanitary Sewer Level of Service: For both residential and non-residential is 107 gallons per capita per day.

~~**Maximum Day Generation:** Residential - 147 gallons per capita per day; and Non-Residential - 2,782 gallons/acre/day~~.

~~*Table 3 North Palm Beach Existing Land Use Inventory*~~

~~Existing Land Use~~	~~Acres~~
~~Single-Family Residential~~	~~679.55~~
~~Multiple-Family Residential~~	~~258.16~~
~~Commercial~~	~~165.62~~
~~Institutional~~	~~77.14~~
~~Utility/Transportation~~	~~10.25~~
~~Recreation and Open space~~	~~190.09~~
~~Conservation~~	~~225.94~~
~~Water~~	~~1,225.10~~
~~Vacant~~	~~32.66~~
~~**Total Acres**~~	~~**2,864.51**~~

~~Source: 2006 Evaluation and Appraisal Report; Land Research Management, Inc.; 6/15.~~

For planning purposes, according to the 2023-2024 LEC Update Appendix A, Seacoast currently uses an average day finished water generation rate of 188 ~~189~~ gallons per capita per day (gpcd), consistent with the current system-wide usage (i.e. CUP 50-00365-W; effective to 2032)). Seacoast does not employ a non-residential generation rate; rather, all consumption (i.e. for planning purposes) is expressed on a per capita basis. Therefore, for the purposes of this analysis, the Seacoast generation rate (188 ~~189~~ gpcd) is used to project Village water demands.

Public Water Supply (PWS) Finished Water Supply Demand Projections

Projections of finished water demand for North Palm Beach are presented in Table 3. Current (~~2015~~ 2024) finished potable water demand is estimated at 2.46 ~~2.31~~ mgd (i.e. resident population of 13,096~~12,219~~ residents x 188~~189~~ gallons per capita per day), representing 13.4% of the total within the Seacoast service area.

Table 3 ~~is the~~ projects ~~ed~~ ~~that the Village's~~ the finished potable water demand for the Village, using population projections from Table 1. (Ref: Table 1) The finished water demand will attain a level of 2.64 ~~52~~ MGD by 2045 ~~2024~~, or ~~12.6~~ 13.02% of the total demand within the Seacoast service area.

Table 3 Projected Finished Water Demand Projections Through 2045

Year	North Palm Beach Population	Finished Water Demand (MGD)
2025	13,053	2.45
2030	13,297	2.50
2035	13,503	2.54
2040	13,838	2.60
2045	14,069	2.64

Source: Population from 2023 Palm Beach County Zoning and Building Division.

Domestic Self Supply (DSS)

DSS is defined as water used by households whose primary source of water is water treatment facilities ~~and/or private wells~~ with pumpage~~s~~ of less than 100,000 gallons per day and/or private wells. Eleven residential units and a 5,300 sq. ft. office building located north of Richard Road, and west of Alternate A-1-A, in an area annexed by the Village in 2010, currently use a DSS water source.

TABLE 3
North Palm Beach Projected Finished Water Demand

Year	Residents*	Finished Water Demand (MGD)
2015	12,219	2.31
2020	12,592	2.38
2025	12,786	2.42
2030	13,070	2.47
2035	13,353	2.52

* - From Table 1.
** - Residents x 189 gpcd.

Water Source Identification

According to the 2023-2024 2013 LEC Update, Seacoast currently (2015) withdraws an average of 21.76 21.88 mgd of raw water from the fresh Surficial Aquifer System (SAS) and the brackish Floridan Aquifer System (FAS). The water use permit includes an overlap in allocations from SAS and FAS sources to provide operational flexibility on a seasonal basis. Current Seacoast plans will result in the use of both the SAS and Floridan Aquifer System in the future.

Projections of raw water withdrawal and finished water demand for Seacoast from the 2023-2024 2013 LEC Update are presented in Table 4.

The current Seacoast Public Water Supply consumptive use permit (CUP 50- 00365-W) was renewed by the South Florida Water Management District (SFWMD) in 2012 for a 20-year period at an average-day Surficial Aquifer allocation of 22.3 MGD and Floridan Aquifer allocation of 8.9 MGD. Based on the 2023-2024 LEC Update, Seacoast has an interlocal agreement with Palm Beach County Water Utilities Department (PBCWUD) to purchase up to 5.00 mgd of bulk finished water. Projections of raw water withdrawal, by expected supply component are presented in Table 5. Based upon the projections in Table 5, future withdrawal from the Surficial Aquifer should not exceed the 22.30 MGD allocation commencing in 2020 due to being supplemented by withdrawal from the Floridan Aquifer source.

Table 4 Seacoast Projected Water Withdrawal and Demand

Year	Raw Water Withdrawal (MGD)	Finished Water Demand (MGD)
2025	22.09	18.41
2030	23.20	19.34
2035	23.37	19.47
2040	23.84	19.87
2045	24.03	20.03

Source: 2023-2024 LEC Update Appendix A

~~**TABLE 4**~~
~~**Seacoast Current and Projected Water Supply**~~

~~Year~~	~~Raw Water Withdrawal (MGD)~~	~~Finished Water Demand (MGD)~~
~~2015~~	~~21.88~~	~~17.50~~
~~2020~~	~~23.33~~	~~18.62~~
~~2025~~	~~24.77~~	~~19.69~~
~~2030~~	~~26.30~~	~~20.69~~

~~* - Demand under average conditions.~~
~~Source: Lower East Coast Water Supply Plan, 2013Update.~~

Table 5 details the permitted allocation from the potable water sources; SAS, FAS, and the bulk finished water from PBCWUD for available supply of 26.92 mgd. The 2045 future demand projections in Table 4 for the Village is 26.94 mgd. The total permitted allocated water for the Village is sufficient to fulfill current and future demand of 26.64.

Table 5 SFWMD Water Use Permitted Allocation (MGD)

Potable Water Source	Allocation
Surficial Aquifer	22.30
Floridan Aquifer	8.90
Bulk Finished Water from Palm Beach County Utilities Department	2.00
TOTAL ALLOCATION	**26.92**

Source: 2023-2024 LEC Update Appendix A

~~TABLE 5~~
~~Seacoast Current and Projected Water Supply by Source~~

~~Year~~	~~Biscayne/Surficial Aquifer (MGD)~~	~~Floridan MGD)~~	~~Total (MGD)~~
~~2015~~	~~21.88~~	~~0~~	~~21.88~~
~~2020~~	~~22.30~~	~~1.30~~	~~23.33~~
~~2025~~	~~22.30~~	~~2.47~~	~~24.77~~
~~2030~~	~~22.30~~	~~3.53~~	~~26.30~~

~~Source: Lower East Coast Water Supply Plan, 2005-2006 Update.~~

Seacoast presently withdraws raw water ~~is presently drawn~~ from four Surficial Aquifer wellfields (Hood Road, North Palm Beach, Burma Road and Palm Beach Gardens) and three Floridan Aquifer wells (Hood Road), pursuant to the current CUP. Each of the wellfields has permitted average and maximum daily withdrawal rates established by CUP conditions. Each wellfield has protection zones mapped by the Palm Beach County Department of Environmental Resources Management (DERM). According to the current CUP, all wellfields are protected by the Palm Beach County Wellfield Protection Ordinance. Zones of protection are developed and zone requirements enforced by DERM.

Water Supply Project Identification and Selection

The ~~2013~~ 2023-2024 LEC Update does not list any water supply development projects for Seacoast. ~~includes one project, a Nonofiltration Concentrate Blending Facility, to be completed in 2015 at a cost of $4.5 Million. According to Seacoast, the project has been completed.~~

Availability of Water Supply and Public Facilities

The Seacoast CUP, issued by the District in September 2012 will provide adequate water supply to meet demands within its service area through the year 2032. In addition to District allocations in the CUP, Seacoast has executed a Utility Bulk Sale Agreement (June 2006) with Palm Beach County to receive up to 5 MGD of bulk potable per year. Also, Seacoast has water supply system interconnections with the Town of Jupiter (Donald Ross Road at its intersections with Alternate A-1-A and Jog Road, and U.S. 1 and Ocean Drive) and the City of Riviera Beach (Military Trail and Leo Lane) which can be utilized to supplement supply during emergencies.

~~**Conservation Practices**~~

Conservation Practices and Implementation of Conservation Measures

Water conservation is considered a water source option because it can reduce, defer, or eliminate the need for expansion of the water supply infrastructure. Water conservation is the key to maintaining the health and productivity of the Surficial and Floridan Aquifers. Promoting water conservation equipment, techniques, and practices will benefit customers economically and maintain a realistic water demand picture for utilities. Protection of the aquifer system and wellfields through conservation and reuse, recharge enhancement, limitations on withdrawal, regulation of land use, and maintenance of minimum flows and levels will ensure the availability of an adequate water supply for all competing demands, maintain and enhance the functions of natural systems and preserve water quality. In accordance with Chapter 19, Article IX, of the Village Code, the Village has mandatory year-round landscape irrigation conservation measures that include hours for landscape irrigation that prohibit irrigation between the hours of 10:00 AM and 4:00 PM. Even numbered addresses can irrigate Tuesday, Thursday and Sunday. Odd numbered addresses can irrigate Monday, Wednesday, and Saturday. The Village also allows low-volume irrigation, micro-irrigation, and low-volume hand watering methods, and rain barrels, cisterns and other rain harvesting devices can be used any time.

~~A discussion of current conservation practices is presented in Section7.0 (Conservation Practices) of this report~~

~~An inventory of water conservation practices implemented by public water supplier is presented in~~

~~Table 0-5 of the 2013 LEC Update Appendices.~~ A summary of practices currently implemented by Seacoast and The Village is presented in Table 6. Some of ~~T~~ these practices are also regulated by the Village through their Code of Ordinances, specifically Article IX, section 200-203.

Table 6 Conservation Implementation Practices

Conservation Practice	Seacoast	The Village
Irrigation Hours	Yes	Yes
Florida Friendly Landscape Ordinance	~~Yes~~ No	Yes
Ultra Flow Fixtures	~~Yes~~ No	Yes
Rain Sensor Ordinance	~~Yes~~ No	No
Water Conservation Rate Structure	Yes	No
Leak Detection and Repair Program	Yes	No
Public Education Program	Yes	No

Source: Seacoast Utility Authority Conservation ~~Table D-5; 2013 LEC Update Appendices~~

In addition to the above conservation practices, Seacoast has been providing ~~waste water effluent~~ reclaimed water for irrigation purposes since 1978. At present, Seacoast's entire average daily wastewater flow is committed to active on-line reclaimed water consumers. An inventory of contracts for reclaimed water in North Palm Beach is presented in Table 7 and has not changed since the 2016 update.

Table 7 North Palm Beach Reclaimed Water Contracts

Name	Classification*	Allocation (MGD)
Old Port Cove	A - Guaranteed	0.200
Gemini Condominium	A - Guaranteed	0.034
Royale Harbor Condominium	A - Guaranteed	0.040
Waterway Terrace Condominium	A- Guaranteed	0.031
Seamark Condominium	A- Guaranteed	0.020
Governor's Pointe	A- Guaranteed	0.050
North Palm Beach Country Club	A - Guaranteed	0.300
Total		**0.675**

Source: Seacoast Utility Authority 2024~~: 12/31/07: North Palm Beach: 7/11/08.~~
* - According to Seacoast, Class B contracts have always received their allocations

Comprehensive Plan Update Requirements

Previous Water Supply Plan Amendments

During the preparation of the ~~2006~~ 2024 Comprehensive Plan update ~~Evaluation and Appraisal Report (EAR)~~, a review of statutory (Florida Statutes) ~~and Code (Florida Administrative Code)~~ amendments affecting the North Palm Beach Comprehensive Plan is underway ~~was completed~~. The ~~EAR~~ update directed several amendments to address potable water supply which were incorporated. ~~within the Village 2020 Comprehensive Plan. The following is an element-by-element summary of the previous amendment~~

Proposed Water Supply Plan Amendments

Section 163.3177, Florida Statutes requires that the Village's ~~2015 - 2025~~ 2024-2034 North Palm Beach Water Supply Facilities Work Plan Update includes a policy to update the Village of North Palm Beach Comprehensive Plan. The policy update is included in Attachment A.

ATTACHMENT A- COMPREHENSIVE PLAN TEXT AMENDMENTS

Revise Policy 5.6 of the Infrastructure Element (Sanitary Sewer Solid Waste Stormwater Management Potable Water and Natural Groundwater Aquifer Recharge) Element and the Conservation Element to read as follows (deletions are indicated by strikethrough and additions are indicated by underline. Changes made between the transmittal and adoption hearings are indicated by double strikethrough and double underline).

INFRASTRUCTURE ELEMENT

…

POLICY 1.5.6: The Village of North Palm Beach hereby adopts the 2015 – 2025 2024-2034 Ten Year Water Supply Facilities Work Plan Update (Work Plan) dated July 2015 for a planning period of ten years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the Village's water service area. The Village shall review and update the Work Plan at least each five years within eighteen (18) months after the Governing Board of the South Florida Water Management District approves an updated Lower East Coast regional water supply plan. Any changes affecting the Village's Work Plan shall be included in an update to Capital Improvements Element of the North Palm Beach Comprehensive Plan to ensure consistency with the Work Plan.

…

CONSERVATION ELEMENT:

…

OBJECTIVE 1.8: Participate in the formulation and implementation of water supply conservation programs developed by Seacoast Utility Authority.

POLICY 1.8.1: Coordinate with Seacoast Utility Authority to implement potable water conservation programs established as part of its Consumptive Use Permit.

POLICY 1.8.2: Cooperate with Seacoast Utility Authority in the development and implementation of water reuse programs, to the extent that they may apply to the Village of North Palm Beach.

POLICY 1.8.3: Coordinate with Seacoast Utility Authority to maintain a water supply plan, updated every 10 years, which will identify the projected future demand and potential new sources.

WAB Draft Resolution

In keeping with the Coastal Management Element of the North Palm Beach Comprehensive plan, the North Palm Beach Waterway Advisory Board resolves that the following be considered in updating the goals, objectives and policies of Comprehensive Plan Elements as described.

1. The Coastal Management Element:

Specific to objective 1.2-to maintain or improve estuarine, environmental quality, we suggest consideration be given to the introduction of a marine waste pump out program like the Florida Clean Vessel Act Pumpout Program which has been successfully used for 24 years in Martin County and elsewhere with 75% of costs born consistently by Florida DEP. The program in Martin covers transient vessels as well as resident vessels at anchor, in marinas or at private homes. We would suggest that this program be seriously considered after consultation with appropriate personnel at PBC Environmental Resources Mgmt. or Water management district to determine the extent of the problem and whether this program would be the best expenditure of resources to protect the marine environment.

To the degree Mangroves and other natural shoreline and rip-rap or other man-made protective shorelines can be utilized, we encourage code be developed to ensure their use as marine plant and animal species may use these crevices for shelter and habitat, while protecting against shoreline erosion as described in the Coastal Flooding Barrier section of the plan and as was summarized in the recommendations to the village. Furthermore, recommendations on monitoring water, quality, in coordination with Palm Beach County and the John D. MacArthur State Park are encouraged.

Since runoff from the C-17 canal has been identified as the second largest cause of pollution in the Lake Worth Lagoon, we encourage Council to establish a mechanism by which the WAB and the Environmental Committees are regularly apprised by relevant authorities of the health of the marine habitat in Village waters so that corrective action suggestions can be made to Council as needed.

2. The Conservation Element:

Specific to objective 1.5- conserving and protecting fish and wildlife and their habitats and specific to a objective 1.6 pertaining to measures regulating the management and mitigation of hazardous, waste and materials, the recommendation made above regarding the pump out program seems doubly worthy of consideration

3. Educational awareness

The Waterway advisory board encourages any programs that educate our youth and our community about the value of bi valve benefits to water cleaning such as the oyster bed projects that are ongoing in West Palm Beach, MacArthur Park and elsewhere. This program not only contributes to water cleaning and reducing pollution, but also addresses the

conservation element described above as well as the coastal management element of the plan specifically as it relates to the living shoreline.

VILLAGE OF NORTH PALM BEACH
PARKS & RECREATION DEPARTMENT

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, Director of Public Works

DATE: September 26, 2024

SUBJECT: **RESOLUTION** – Approving a Contract with Ferreira Construction Co., Inc. to reconstruct the Anchorage Park Boat Ramp at a Total Cost Not to Exceed $446,947.70 and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

Background:
On August 7, 2024, the Village issued a Request for Proposals (RFP) for the reconstruction of the boat ramp at Anchorage Park. The scope of work includes replacement of the existing boat ramp.

The following firms submitted their sealed proposals by the due date of September 5, 2024 and were ranked as follows by a selection committee, according to a rubric set forth in the RFP:

Rank	Proposer	Total Score
1	Ferreira Construction Co., Inc.	562
2	Cone & Graham, Inc.	502
3	Tyson Development and Construction, LLC d/b/a Greenview Construction, LLC	368

Based on the rankings, the Selection Committee recommends accepting the proposal submitted by Ferreira Construction Co., Inc.

Contract Terms:
The contract term will begin upon execution and will continue until all specified work is completed and accepted. The project, including procurement, is expected to take up to 90 days, starting from the date indicated in the Village's Notice to Proceed.

Fiscal Impacts:
The selected bid came in at $446,947.70. Staff is requesting a 20% contingency of $89,389.54, which would bring the total project budget to $536,337.24. The funding source for this project will come from the Infrastructure Surtax Fund.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Parks and Recreation	I8028-66210	**Construction & Major Renovation**	$446,947.70
			Contingency	$89,389.54
			Total w/ Contingency	**$**536,337.24

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Contract with Ferreira Construction Co., Inc. to renovate the Anchorage Park Boat Ramp at a total cost not to exceed $536,337.24 (including contingency), with funds expended from the Infrastructure Surtax Fund Account Number I8028-66210 (Parks and Recreation – Construction & Major Renovation), and authorizing the Mayor and Village Clerk to execute a Contract for these services in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM FERREIRA CONSTRUCTION CO. INC. FOR THE ANCHORAGE PARK BOAT RAMP REPLACEMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued a Request for Proposals for the Anchorage Park Boat Ramp Replacement; and

WHEREAS, the Selection Committee recommended accepting the highest-ranked proposal submitted by Ferreira Construction Co. Inc.; and

WHEREAS, the Village Council wishes to execute a Contract with Ferreira Construction Co. Inc. and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby accepts the proposal submitted by Ferreira Construction Co. Inc. for replacement of the Anchorage Park boat ramp at a cost not to exceed $446,947.70, with funds expended from Infrastructure Surtax Account No. I8028-66210 (Parks and Recreation – Construction and Major Renovation). Including contingency, the total project budget shall be $536,337.24. The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

This Contract is made as of the _____ day of September, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and FERREIRA CONSTRUCTION CO. INC., a foreign corporation authorized to do business in the State of Florida, hereinafter referred to as VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Anchorage Park Boat Ramp Replacement Services** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Anchorage Park Boat Ramp Replacement Services** in accordance with the Request for Proposals issued by the Village ("Work").

SECTION 2: TERM OF CONTRACT.

A. The term of the Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until all Work is completed. Delivery and installation shall be coordinated by the VILLAGE and VENDOR, provided, however, that all Work shall be completed within ninety (90) days of the issuance of a Notice to Proceed.

B. VENDOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages.

SECTION 3: VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Chad Girard, Director of Public Works. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate VENDOR for providing **Anchorage Park Boat Ramp Replacement Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal. The Request for Proposals issued by the VILLAGE and VENDOR's Proposal submitted in response to the RFP are hereby incorporated herein by reference.

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

SECTION 5: INDEMNIFICATION.

A. VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of VENDOR, its agents, servants, or employees in the performance of services under this Contract.

B. VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants, or employees are alleged to be liable.

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

SECTION 6: PERSONNEL**.**

A. VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

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

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

SECTION 7: TERMINATION.

This Contract may be cancelled by VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the VENDOR is in breach of this Contract, VENDOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, VENDOR shall:

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

C. All insurance, other than Worker's Compensation, to be maintained by VENDOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS.

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

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and VENDOR **knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

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

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by VENDOR of the VILLAGE's notification of a contemplated change, VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall affect VENDOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, VENDOR shall suspend work on that portion of the

work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and VENDOR shall not commence work on any such change until such revised Purchase Order is received.

SECTION 18: PUBLIC ENTITY CRIMES.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a vendor, supplier, contractor, or subcontractor 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 Statues, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, 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 Contract.

SECTION 22: NOTICE.

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

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

and if sent to VENDOR shall be mailed to:

Ferreira Construction Co. Inc.
Attn: John Ciabattari, Vice President
13000 S.E. Flora Avenue
Hobe Sound, FL 33455

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

Payment for all invoice(s) that may arise as a result of this Contract or a Purchase Order issued pursuant to this Request for Proposals shall minimally meet the following conditions to be considered as a valid payment request:

A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

B. All invoices submitted shall consist of an "original" invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as "partial," "complete" or "final invoice."

C. The invoice shall contain the Proposer's Federal Employer Identification Number.

D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act.

SECTION 30: ADDITIONAL SERVICES;

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the VILLAGE, be engaged to perform these services under the terms of this Contract.

SECTION 31: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355;

NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

1. Keep and maintain public records required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, VENDOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ,

contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

SECTION 34. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES

Time is of the essence in all respects under this Contract, and the parties agree that the VILLAGE will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense, and difficulties involved in providing in a legal proceeding the actual loss suffered by the VILLAGE if the Work is not completed on time. Accordingly, instead of requiring any such proof, the VILLAGE and VENDOR agree that as liquidated damages for delay (but not as a penalty), VENDOR shall pay to the VILLAGE an amount equal to One Thousand Dollars ($1,000.00) per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to VENDOR.

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

VENDOR

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY:_____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.

2. I am an officer or authorized representative of **Ferreira Construction Co. Inc**.

3. **Ferreira Construction Co. Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:

REQUEST FOR PROPOSALS FOR

Anchorage Park Boat Ramp Replacement

VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408-4906

ADVERTISEMENT, INSTRUCTIONS FOR
SPECIFICATIONS, PROPOSAL FORMS

ADVERTISEMENT

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida ("Village"), is accepting sealed proposals from qualified companies and contractors ("Proposers") to provide all necessary labor, materials, equipment, and related services for replacing the boat ramp at Anchorage Park, with submissions accepted until **3:00 P.M. EST on September 5, 2024,** at the Village of North Palm Beach, Village Clerk's Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

The complete Request for Proposals, including all specifications and forms, may be obtained by bona fide proposers upon application at the Village of North Palm Beach, 501 U.S. Highway One, North Palm Beach, Florida 33408, DemandStar or from the Village website at www.village-npb.org.

Proposals shall be submitted with one (1) original, three (3) copies, and one (1) electronic version on a thumb drive in a usable PDF format in sealed envelopes/packages addressed to Village of North Palm Beach, Village Clerk's Office, 501 U.S. Highway One, North Palm Beach, Florida 33408 and marked **"SEALED PROPOSAL – ANCHORAGE PARK BOAT RAMP REPLACEMENT."** The Village shall evaluate the proposals in accordance with the criteria set forth in the RFP. The Village anticipates an award to the proposer with the proposal determined by the Village to be most advantageous. The Village may conduct interviews and/or require presentations as part of the evaluation process. The Village shall not be liable for any costs incurred by any proposer in connection with its response to this RFP. The Village reserves the right to reject all RFP submittals, to waive any formalities, to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

Contract Term

The Term of the Contract shall commence on the date of contract execution and shall continue until the satisfactory completion and acceptance of the work specified in the contract. The expected duration of the project is ninety days (90) days, commencing from the date specified in the Village-issued Notice to Proceed (NTP).

Pre-Proposal Meeting

A mandatory Pre-Proposal meeting is scheduled for 2:00 p.m. EST on August 15, 2024 at Anchorage Park, 603 Anchorage Drive, North Palm Beach, Florida 33408. During this meeting, potential bidders will have the opportunity to ask questions and walk the site.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Zakariya M. Sherman,
Director of Leisure Services
zsherman@village-npb.org

Publish: Palm Beach Legal Notices (https://pbcfllegalnotices.com)
Date: August 7, 2024

Publish: DemandStar
Date: August 7, 2024

REQUEST FOR PROPOSALS FOR
ANCHORAGE PARK BOAT RAMP REPLACEMENT

1. GENERAL INFORMATION:

The Village of North Palm Beach, Florida ("Village") is accepting sealed proposals from qualified companies and contractors ("Proposers") to provide all necessary labor, materials, equipment, and related services for replacing the boat ramp at Anchorage Park, with submissions accepted until **3:00 P.M. EST on September 5, 2024,** at the Village of North Palm Beach, Village Clerk's Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

2. PREPARATION OF PROPOSAL:

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

Scope of Work/Specifications	Exhibit "A"
Proposer's Acknowledgement	Exhibit "B"
Proposal Form	Exhibit "C"
Public Entity Crimes Statement	Exhibit "D"
Scrutinized Vendor Certification	Exhibit "E"
Confirmation of Drug Free Workplace	Exhibit "F"
Standard Village Contract	Exhibit "G"

This RFP is available for review and printing from the Village's web site: www.village-npb.org or from DemandStar.

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

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

An original of all proposal forms, three (3) copies and one (1) electronic version in a usable PDF format on a thumb drive, along with other required information (as stated in Section 10 below), must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or e-mailed proposals are not acceptable. The face of the sealed envelope shall state **"ANCHORAGE PARK BOAT RAMP REPLACEMENT"** and contain the proposer's name, return address, title of the proposal, and the date and time for proposal opening. Proposals not submitted in a sealed envelope or on the enclosed proposal forms may be rejected.

All questions regarding this RFP must be submitted to **Zakariya Sherman** by e-mail to zsherman@village-npb.org no later than seven (7) days prior to the date scheduled for proposal opening. Responses to questions will be provided as expeditiously as possible, generally within two (2) business days. If any question requires a response, which the Village in its sole discretion, determines should be provided to all potential proposers, the Village will issue an official addendum to this RFP. The Village will endeavor to make sure all potential proposers receive such addendum by posting the addendum on Demand Star for the respective proposal solicitation; however, it is the sole responsibility of every proposer to verify with the Village whether any addendum has been issued prior to submitting a proposal. The Village will not issue an addendum five (5) days or less before proposal opening.

3. PROPOSAL EVALUATION AND AWARD:

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

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

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

The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals or any part of a proposal, to award to a single proposer or to divide the award between proposers, and to re-solicit this RFP or any part of this RFP. The Village further reserves the right, in its sole discretion, to award a contract to the proposer (or proposers) whose qualifications best serves the interests of the Village.

4. INSURANCE REQUIREMENTS:

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

4.1 The Proposer shall maintain Comprehensive General Liability Insurance with minimum coverage limits of $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for bodily injury and property damage and $2,000,000 in the general aggregate for products/completed operations.

Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.

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

4.3 The Proposer shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

4.4 All insurance, other than Worker's Compensation, to be maintained by the Proposer shall specifically include the Village as an Additional Insured. The Proposer shall be responsible for any deductibles related to said insurance.

5. REGULATIONS, PERMITS AND FEES:

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Village. The selected Proposer must comply with all Federal, State, and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

6. PAYMENT AND PERFORMANCE BOND

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

7. PUBLIC ENTITY CRIMES:

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of $35,000 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

A public entity crimes statement must be completed and signed by an authorized representative and be included with the proposal. A copy of the public entity crimes statement is attached to this RFP as Exhibit "D."

8. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after opening, whichever is earlier, all

proposals and information submitted with each proposal become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes ("Public Records Law"). In order to be exempt from disclosure, a proposer must invoke the exemptions to disclosure provided by law in its proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

9. PROPOSER'S CERTIFICATIONS:

Each Proposer submitting a proposal acknowledges, agrees, and certifies as follows:

9.1 The Proposer and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;

9.2 The proposal constitutes an offer to the Village, which shall remain open, irrevocable, and unchanged for ninety (90) days after proposal opening;

9.3 The Proposer has not given, offered nor intends to give or offer any economic opportunity, future employment, favor, or gratuity of any kind to any employee of the Village in connection with this RFP;

9.4 The Proposer has not divulged or discussed its proposal with other proposers;

9.5 The proposal is made based on independent determination of the Proposer without collusion with other proposers in an effort to restrict competition;

9.6 The Proposer has not made any attempt to induce any potential proposer from submitting or declining to submit a proposal in response to this RFP;

9.7 The Proposer is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP;

9.8 The Proposer shall indemnify, defend, and hold harmless the Village, its officers, employees, and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP;

9.9 The Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or any crime involving fraud.

9.10 The Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in competitive procurement by any Federal, State or Local Government agency and are not listed on the Florida convicted vendor list.

9.11 No member of the Proposer's ownership, management, or staff has any vested interest in or employment relationship with the Village; and

9.12 All information provided in the proposal is true and correct in all respects.

If any Proposer fails to meet the foregoing certifications, said failure will constitute grounds for rejecting the proposal.

10. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS:

Each proposal shall be submitted in a clear, concise format, on 8½ x 11 paper. Each proposal set shall contain all information requested herein to be considered for award. Omission of required information may be cause for disqualification. Each proposal shall consist of the following:

10.1 **Cover Letter of Transmittal (no more than two pages).**

The cover letter shall serve as a formal introduction and executive summary of your firm's proposal. It should succinctly articulate your firm's keen interest in the RFP for Anchorage Park Boat Ramp Replacement and express a clear intention to submit a comprehensive response.

In your cover letter, please include:

a. **Brief Firm Introduction:** A concise overview of your firm, highlighting core competencies and relevance to the RFP's scope.

b. **Intent and Commitment:** A clear expression of why this RFP interests your firm and why your firm is well-suited for this project.

c. Acknowledgement of Compliance:

- A statement that your firm is licensed in the State of Florida and qualified to provide all services requested under this RFP;

- A statement that if selected by the Village, the Proposer understands the work to be done, commits to perform the work within the time period, is able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida, and the United States; and

- A statement that the Proposer is able and will provide the required insurance as stated herein if selected by the Village Council.

d. **Closing Statement:** End with a point of contact for any further communication or clarification.

e. **Signature:** The cover letter should be signed by an individual with the authority to commit your firm to the proposal.

10. 2 **Required Forms:**

Include the following signed forms as part of your proposal:

a. Proposer's Acknowledgement (Exhibit "B")
b. Proposal Form (Exhibit "C")
c. Public Entity Crimes Statement (Exhibit "D")
d. Scrutinized Vendor Certification (Exhibit "E")
e. Confirmation of Drug-Free Workplace (Exhibit "F")

10. 3 **Addressing the Evaluation Criteria:**

Proposers submitted a proposal in response to this RFP shall pay special attention to this section as the information requested will be used to evaluate qualifications, technical capabilities, and overall expected ability to perform the work. Proposer must adequately address each of the items listed below. Failure to address each of the items may result in the proposal being considered non-responsive. The Proposer must clearly address each item, provided, however, that the Village reserves the right to waive any of the minimal requirements contained, herein.

ITEM ONE: COMPANY PROFILE
Legal name, address, telephone number, fax number, e-mail address, web page address, etc. of the Respondent, together with legal entity (corporation, partnership, etc.). Firm must be established as a legal entity in the State of Florida or be authorized to do business in the State of Florida. State whether the firm is local, regional, or national; give a list of owners and/or partners and managers of the firm (include names, addresses and phone numbers); briefly describe your facilities and capabilities; any additional information that your firm wishes to supply. Provide years in business and specifically state the number of years of experience in the construction of boat ramps and similar marine structures and facilities, noting that the Village is seeking a Marine Contractor with a minimum of five (5) years of experience. Proposers not meeting the minimum requirements may be considered not qualified for the project.

ITEM TWO: QUALIFICATIONS OF FIRM
The Proposer shall demonstrate successful completion of previous projects comparable in design, scope, and complexity. Current projects must be at least 50 percent complete to qualify for consideration. The Proposer should specifically demonstrate successful experience in the construction of boat ramps that necessitate unique means and methods, including but not limited to, dewatering of the ramp area to ensure optimum control of the grade preparation, formwork, casting, and finishing.

A minimum listing of three (3) representative projects must be included. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. List no more than five (5) projects and only projects completed using predominately in-house staff and company-owned equipment resources. The Proposer shall, at a minimum provided the following:

- Name and location of the project.
- The nature of the firm's responsibility on this project.
- Project reference contact information including name, address, and phone number.
- Date project was completed or is anticipated to be completed.
- Size of project (gross square feet (GSF) of construction).

- Cost of project (construction cost).
- Scope of work performed.
- Project Manager and other key professionals involved on listed project that would be assigned to this project, if any.

ITEM THREE: CAPACITY TO PERFORM USING IN-HOUSE STAFF RESOURCES
The Proposer must demonstrate the current capacity to perform no less than 50% of major components of work using in-house staff resources. This includes project managers, field supervisors, field technicians, and equipment operators. Major components of the work include site preparation, formwork, casting of the boat ramp slab, retaining walls, and stair systems. The Proposer shall include the general and specific project related capability of the in-house staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. Give brief resumes of key persons to be assigned to the project including, but not limited to:

- Name and title
- Location of office the person is assigned if other than main location
- How many years with this firm
- How many years with other firms
- Relevant project experience.
- Size of projects (dollar value & GSF of project)
- What were the specific project involvements
- Active registration and qualifications relevant to this project
- Experience with state requirements for marine projects

The proposed use of subcontractors to perform major components of work, all or in part, must be disclosed, provided that the Proposer can be considered non-qualified based upon the qualifications or percentage of work to be performed by subcontractor(s). As applicable, the Proposer shall provide the following information regarding all subcontractors proposed for major components of work:

- Name and corporate address of subcontractor
- Subcontractor specialty
- Work to be performed by the subcontractor
- Estimated percentage of work based on dollar amount to be performed by the subcontractor
- List three (3) completed projects similar in nature to the proposed scope of work
- Estimated number of projects performed for the Proposer
- Letter of commitment to perform as a subcontractor to the Proposer
- Applicable licensing and insurance to perform as a subcontractor including USL&H coverage

ITEM FOUR: EQUIPMENT CAPACITY AND AVAILABILITY
The Proposer must demonstrate the capacity to provide the necessary equipment to perform the work within the schedule established for the project. The Proposer shall fully evaluate the project insofar as the nature, extent and complexity of work, environmental conditions and site constraints and provide a list of equipment suitable to complete the project. The Proposer shall

consider air and noise pollution, vibration, environmental protection, and public safety in the selection of equipment. The Proposer can be considered non-qualified should the Village determine that the proposed equipment is not adequate based upon type or availability.

ITEM FIVE: PROJECT APPROACH

The Proposer's understanding and technical approach to the project is considered critical to ensure the overall success of the project. The Village can consider a proposer non-responsive or non-qualified based upon their understanding of the project and approach towards performing the work. The Proposer shall, at a minimum, address the following in their approach to the project:

- Identify how the Proposer intends to deal with vehicular, pedestrian, and vessel traffic and other activities common to the facility.
- Identify how the Proposer intends to minimize air and noise pollution and avoid environmental impacts.
- Describe construction methodologies insofar as staging of equipment and materials, work over water and land, sequence of construction, hours of operation, transport of equipment, materials and supplies to the site and transport/disposal of construction debris from the site.
- Identify how the Proposer will deal with unforeseen conditions encountered during construction.
- Identify how the Proposer will interact and communicate with the Village and its representatives, engineers, and members of the general public.

ITEM SIX: PRICE PROPOSAL

Submit a competitive and comprehensive price proposal, inclusive of all necessary work components.

ITEM SEVEN: SCHEDULE

The Proposer and will be evaluated on their ability to meet the project schedule noting that minimal disruption of boat ramp use is a primary objective of the Village and their residents. The Proposer must demonstrate they have adequate project management, supervisory staff, personnel, and equipment capacity to complete the project within the timeframe established for the project. Proposers intending to subcontract portions of the project must indicate how they will manage and control the schedules of the subcontractors. Proposers will be required to commit under contract to a schedule including any or all work conducted by subcontractors. Proposers unable to commit to the established project schedule may be considered non-qualified for the project.

ITEM EIGHT: PAST PERFORMANCE RECORD

Past performance on previous projects similar in nature is an important evaluation factor. The Proposer and/or subcontractors, as applicable, shall disclose information on projects that they failed to perform and if there are any indicate the reasons for failure to perform. Failure to perform is defined, herein as a Proposer's inability to complete a project in accordance with the terms of an executed contract. Specifically, and as applicable, the Proposer shall provide the following:

- Name and description of project.

- Year of the project.
- Type of project, approximate size, and dollar amount.
- Circumstances relating to failure to perform.
- Remedial measures attempted by the Contractor.
- Ultimate measures taken by the Owner to complete the project.

ITEM NINE: BONDING AND FINANCIAL CAPACITY

The Proposer is required to provide a Payment and Performance Bond for the total construction amount. Each Proposer shall provide a statement from their bonding agent or surety, licensed in the State of Florida, addressed to the Village of North Palm Beach referencing the surety's rating and financial category, project name and number and amount of reserve available to the completion of this project. The requirement for available reserve shall be based upon the total estimated cost for this project.

10.4 **Conflict of Interest Disclosure.**

The Proposer shall disclose with its proposal the name(s) of any officer, director, agent, employee, or immediate family member (spouse, parent, sibling, and child) who is also an employee or officer of the Village. Furthermore, all Proposers shall disclose the name of any Village employee or officer who, either directly or indirectly, owns a material interest in the Proposer's company, firm, or group or in that of any of its affiliates. If no such conflict of interests exists, the Proposer should clearly state this in its proposal.

11. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES

Time is of the essence in all respects under this Contract, and the parties agree that the Village will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Village if the work is not completed on time. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay to the Village an amount equal to one thousand dollars ($1,000.00) per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the Contractor.

12. CONE OF SILENCE:

This Request for proposals is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract resulting from this RFP entered into in violation of the Cone of Silence provisions shall render the transaction voidable.

13. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:

Pursuant to section 287.05701, Florida Statutes (2023), the Village may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is responsible. Further, the Village may not give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

RFP EXHIBIT "A"
SCOPE OF WORK/SPECIFICATIONS

1. IN GENERAL:

1.1 The Village of North Palm Beach is seeking proposals from experienced and qualified bidders with proven expertise in the scope of work provided (hereinafter "Proposer" or "Contractor")`

1.2 The Contractor is expected to supply all necessary labor, supervision, equipment, supplies, tools, materials, and all other required incidentals to complete the project per plans and in a timely and professional manner.

1.3 Project plans are attached to this document and are labeled RFP Exhibit "H."

1.4 Project completion will be as soon as possible, with a deadline of 90 days of the Village-issued notice to proceed.

1.4.1 Estimated time of completion will be a factor in determining winning bid, with expectations for that timeline to be accurate.

1.5 All Proposers are required to visit the site and inspect the existing boat ramp prior to submitting a proposal.

2. DESCRIPTION:

2.1 The project includes the replacement of an existing concrete boat ramp at Anchorage Park. The project will include the removal of the existing concrete ramp and timber stairs and construction of a new 10" thick concrete ramp with integral concrete stair system. The new ramp will be of the same dimensions and grade as the existing ramp. To facilitate the construction of the new ramp, existing aluminum floating docks and gangways adjacent to each side of the ramp will have to be temporarily removed. The project will require dewatering to facilitate the forming, pouring, and finishing of the new concrete ramp. The extent of the project is shown on plans prepared by Sea Diversified Inc. (Project Engineer).

EXHIBIT "A-1" – BOAT RAMP LOCATION

Anchorage Park
603 Anchorage Drive, North Palm Beach, Florida 33408

2.2 The Contractor is required to coordinate with Village Staff and consultants pertaining to all components of the project including but not limited to project staging, materials delivery schedules, and project inspections. Additionally, the Contractor must note and understand that the project will be conducted while existing park and marina activities are ongoing and such activities must be maintained with little or no disruption. Existing boat launch activities will be suspended for the duration of construction.

2.3 Note: Bidder is responsible for verification of measurements and quantities prior to bid submission.

3. GENERAL NOTES:

3.1 All elevations are in feet and referenced to the North American Vertical Datum of 1988 (NAVD 88) or Mean Low Water (MLW), as specifically noted on the plans.

3.2 Any deviation from these plans, notes or specifications must be approved in writing by the Project Engineer, or else the deviation will be considered construction not in compliance with the plans and specifications.

3.3 Any discrepancies among the plans, notes, specifications, and other bid documents must be resolved in writing by the Project Engineer prior to continuing the work in question.

3.4 These plans, notes, and specifications, along with the other components of the project documents, constitute the only instructions to the Contractor, unless written addenda are issued.

3.5 All construction, manufacturing, fabrication, and testing of materials shall be performed under the guidelines set forth in applicable local, state, and federal codes, and/or under recommendations provided in the technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the Project Engineer for review and approval prior to construction.

3.6 All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.

3.7 The Contractor must attend a kick-off meeting with the Project Engineer, representative(s) of the Village, subcontractors, and others requested by the Village to discuss critical items prior to commencing with construction.

4. MOBILIZATION AND DEMOBILIZATION:

4.1 It is understood that the nature of the project will require work over water and access to construction areas are required for material storing, hauling, erection, or construction. All facilities, public or private, used for such purposes shall be maintained and repaired to the original form after completion of project activities.

4.2 The Contractor shall present a Shipping, Stockpile and Administration Plan (SSAP) to the Project Engineer for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (incl. utilities maintained there), fencing, security, and a statement of commitment to maintaining safety on the site.

4.3 The Village or the Project Engineer shall have the right to exercise reasonable alterations or additions to the plan (SSAP).

4.4 The site surroundings shall be returned to original grade and topping (sod, tree cover, established road, etc.) following "Completion" of the project. "Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the Contractor considers the project to be "Substantially

Complete".

4.5 It is the Contractor's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.

5. SITE MAINTENANCE AND SAFETY:

5.1 The Contractor shall maintain a clean and neat site, void of loose debris, trash, remnant parts. or materials.

5.2 Trash receptacles and removal service shall be maintained by the Contractor specifically for this project. Existing such facilities shall not be used to maintain the project.

5.3 Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.

5.4 Removal of debris/trash shall be scheduled as appropriate to not allow piles to reach five (5) feet in height or greater than ten (10) feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five (5) working days. Receptacles shall not be allowed to overflow at any time.

5.5 The Contractor shall prepare and submit a Maintenance of Traffic Plan that applies to vessels, vehicles, and pedestrians. The plan must be in writing, including sketches or drawings, and must be submitted to the Project Engineer for review and approval before commencement of the plan.

5.6 The Contractor shall note that this project consists of work adjacent to a marina and park activities that will continue to operate and be open to the public to some extent during construction. The safety of pedestrians, vessel owners, and Village Staff is of primary concern and must be addressed by the Contractor. The Contractor shall prepare a safety plan for approval by the Project Engineer and the Village.

5.7 Where applicable, the Contractor shall use steel/Kevlar boots, long sleeve pants, gloves, hardhat, safety kit, etc.

5.8 The Contractor shall make note of nearest hospital and quickest route.

5.9 The Contractor shall ensure the availability of at least one working cell phone and one serviceable vehicle on site at all times.

5.10 The Contractor shall follow all applicable local, state. and federal codes regarding site safety and maintenance.

6. ENVIRONMENTAL:

6.1 The project falls under the jurisdiction of the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE). The necessary permits have already been obtained. Prior to the start of construction, the Contractor shall request copies of these permits from the Project Engineer or the Village and review them thoroughly to ensure compliance before commencing any construction activities.

6.2 The Contractor shall be responsible for complying with applicable restricting permit conditions imposed by the state, federal and local government.

6.3 The Contractor shall pay particular attention to the standard state conditions for manatee protection during construction and shall comply with them fully.

7. GEOTECHNICAL:

7.1 A geotechnical study was conducted by LIES on December 5, 2023 (Report date January 11, 2024). The investigation included (4) cores through the existing concrete ramp along with twenty (20) foot borings at each core location. The purpose of the investigation was to determine the thickness of the existing concrete slab to assess means and methods of removal and to assist in the estimation of concrete volume for trucking and disposal. Borings were conducted to assess sub-surface material characteristics beneath the slab as required for design purposes. Copies of the Geotechnical Report are available to the Contractor upon request to the Village.

7.2 Should the Contractor encounter sub-surface soil conditions that differ from that described in the Geotechnical Report prepared by LIES, the Contractor shall cease operations and promptly notify the Project Engineer.

8. CONSTRUCTION SURVEYING:

8.1 The Contractor is responsible for horizontal/vertical control establishment, construction layout, or any other survey effort required to complete the project. If requested by the Contractor, the Project Engineer will provide the Contractor existing site benchmark information for reference.

8.2 Method of continuing layout and control of work to be submitted to Project Engineer for approval prior to beginning construction.

8.3 The Contractor is advised that certification of the project elevation and alignment is required for final acceptance of work.

8.4 The Contractor will be required to provide a final "as-built" survey after construction. The survey must be conducted and certified by a State of Florida licensed Surveyor and Mapper.

9. CONSTRUCTION SEQUENCING AND HOURS OF OPERATION:

9.1 The Contractor shall provide a schedule that details the proposed sequence of construction with estimated number of calendar days and milestones for major components of work. The Project Engineer shall be notified in advance of any intended changes to construction sequencing, required alterations to overall project schedules, or deviations from projected milestone dates.

9.2 The Contractor shall note that the Village may limit hours of operation and require the Contractor to schedule daily work activities as necessary to minimize disruption to park and marina operations. Activities, including but not limited to pile driving, or other crane/large equipment related activities and activities that produce excessive noise, vibration, dust, or other air quality impacts, may be limited to specific timeframes when working in proximity to certain facilities. The Contractor can work Monday through Friday, as typical, until 5:00 PM, noting that noise, vibration, and air pollution must be controlled to minimize impact to the ongoing park and marina activities. The

Contractor's bid proposal shall take into account possible construction delays caused by temporary and partial suspensions of work relating to ongoing park and boat launch activities as noted in this paragraph.

10. DEMOLITION AND RESTORATION:

10.1 The Contractor shall acquire all necessary building permits from the Village prior to commencing work. Permit fees are waived for permits issued by the Village of North Palm Beach.

10.2 Demolition work shall be conducted in accordance with plans prepared by the Project Engineer.

10.3 Upon completion of construction, the site shall be restored by removing and finishing all evidence of construction including temporary haul roads, stockpile areas and all other areas used for construction.

11. SITE PREPARATION:

11.1 All existing concrete shall be removed from the site.

11.2 Sub-base shall be compacted to a minimum of 95% ASTM Proctor. If existing sub-base is found to be inadequate, clean sub-base material shall be imported and placed in six-inch (6") lifts. Any fill material needed to supplement the existing must be approved in advance by the Project Engineer.

12. CONCRETE (RAMP, RETAINING WALLS & STAIRS):

12.1 All construction and testing of materials shall be performed under the guidelines set forth in applicable local, state, and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the Project Engineer for review and approval. All mix designs by the concrete supplier must be submitted to the Project Engineer for approval prior to submitting order.

12.2 All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.

12.3 All concrete shall be of the same mix design as follows:

A. Compressive Strength = 6000psi

B. Water-cement ratio <= 0.40

C. Air entrainment = 1.5% min.

D. Potable water, no chlorides.

E. Type I Cement

F. 6% addition of microsilica per weight of binders.

G. Apply Master Builders ER-50 (f/k/a Confilm) immediately after finishing per manufacturer's specifications.

H. Large and small aggregates washed and free of chlorides or reactive chemicals.

I. Retarders or accelerators not allowed unless justified to the ENGINEER prior to

their use.

12.4 Concrete cover from all exterior faces shall be four inches (4") clear to outermost face of any reinforcement.

12.5 Continually wet water curing on all components. Begin water curing when the concrete has hardened to a point where a "knock" with the knuckles does not indent the surface. Water must be applied such that the entire exposed surface is saturated. Sprinklers or perforated hoses are common methods used for continuous water curing.

12.6 Curing compound applied uniformly and within one hour to formed sides after stripping forms.

12.7 Use non-metallic chairs and spacers in reinforcement placing, or for any other necessary in form attachments or alignments.

12.8 The final alignment of the concrete slab shall be straight and level per elevations and plans provided.

12.9 Concrete shall be continually cast in forms, fully filling form as the casting progresses. No greater than 45 minutes may transpire between individual castings. Trucks may not sit on site for greater than 45 minutes. Delays in casting a given form greater than 45 minutes shall be rejected, unless an acceptable construction joint can be made. Concrete silting for greater than 45 minutes in the truck on-site shall be rejected at the Contractor's expense.

12.10. The Contractor is solely responsible for integrity of forms. Formwork shall be rigid and remain in-place throughout the casting and curing process. Incomplete filling, or filling bottoms of, forms, to allow partial curing prior to completely filling forms is not acceptable.

12.11 A working concrete vibrator must be on-site prior to delivery of first concrete. The Engineer or Engineer's Representative shall not allow concrete to be cast otherwise.

12.12 Vibrate concrete fully, particularly at corners and edges, in a continuous vertical plunging motion, taking care not to hold the vibrator still at any time while in the concrete. Concrete with voids and/or honeycombing will be rejected.

12.13 Concrete materials testing shall be per acceptable ASTM methods and intervals. A materials testing program shall be prepared by the Contractor and/or Manufacturer for review and approval by the Project Engineer. As a minimum, four (4) test cylinders shall be cast for any given amount of concrete cast in a day. At the Contractor's expense, the Cylinders shall be tested at three (3), seven (7), fourteen (14), and twenty-eight (28) days to demonstrate compliance with the specified compressive strength.

13. EXPANSION JOINTS:

13.1 All expansion joints shall be full depth with no typical steel reinforcing passing through the joint. All steel reinforcing to stop four inches (4") from the ends of the joint on each side.

13.2 The vertical joint gap shall be one-half inch (1/2") uniformly over the entire cross-section. One suggested method to effect proper vertical and plane joints is to cast every other section of slab and cast the remaining sections after the first castings are set.

13.3 Twenty-four inch (24") long, one and one-quarter inch (1-1/4") diameter smooth stainless steel, greased dowels shall be placed at twelve inches (12") o.c. (on center)

along the expansion joint cross-section. The dowels shall be installed at the approximate center of the slab. The dowels shall be separated from all steel reinforcing by no less than one inch (1").

13.4 The joint spacer shall be a continuous one-half inch (1/2") neoprene, full width of the slab.

14. STEEL REINFORCING:

14.1 All rebar shall be Grade 60, hot-dipped galvanized.

14.2 Rebar splices shall have a minimum overlap of thirty inches (30").

15. RFP SUBMITTAL SCORING:

Proposals will be evaluated in accordance with weighted criteria listed below:

Evaluation Criteria – Scoring Guide	**Points Range**
Company Profile	0 - 20
Qualifications of Firm	0 - 30
Capacity to Perform Using In-House Staff Resources	0 - 25
Equipment Capacity and Availability	0 - 20
Project Approach	0 - 25
Price Proposal	0 - 30
Schedule	0 - 20
Past Performance Record	0 - 15
Bonding and Financial Capacity	0 - 15
Total Maximum Points	**200**

All complete proposals received will be reviewed by an evaluation committee comprised of members of Village Staff. The criteria will guide the committee during the evaluation and selection process.

The Successful Proposer shall be required to execute a Village Contract covering the scope of services to be provided and setting forth the duties, rights, and responsibilities of the parties. The successful Proposer must execute the contract prior to recommendation of award and presentation to the Village Council.

In the event of a tie in scoring, the following tiebreakers will be applied in order:

1. Qualifications of Firm: Priority given to firms with the highest qualification points.
2. Project Approach: Assessment of the firm's proposed methodology, innovation, and understanding of the project requirements.
3. References: Consideration of the quality and relevance of provided references.
4. Price Proposal: Review of the value offered in the price proposal.
5. Detailed Review/Interview: If a tie persists, a further detailed proposal review or additional interviews will be conducted to determine the most suitable candidate.

See **Rubric for Evaluating Proposals (Total: 200 Points)** below for additional detail.

15.1 **Company Profile** (Points Range 0 – 20)

- **18-20 points:** All required information provided, firm well-established with extensive experience (over 5 years) in boat ramp construction, and all aspects highly detailed.
- **15-17 points:** Most required information provided, firm well-established with substantial experience (over 5 years) in boat ramp construction, and most aspects detailed.
- **10-14 points:** Some required information provided, firm established with adequate experience (over 5 years) in boat ramp construction, and some aspects detailed.
- **0-9 points:** Little to no required information provided, firm with less than 5 years of experience in boat ramp construction, and few aspects detailed.

15.2 **Qualifications of Firm** (Points Range 0 – 30)

- **27-30 points**: Demonstrated successful completion of several similar projects with unique methods, detailed examples provided, strong involvement of key professionals.
- **20-26 points**: Demonstrated successful completion of a few similar projects with some unique methods, adequate examples provided, good involvement of key professionals.
- **15-19 points**: Some experience with similar projects, basic examples provided, some involvement of key professionals.
- **0-14 points**: Limited or no experience with similar projects, insufficient examples, minimal involvement of key professionals.

15.3 **Capacity to Perform Using In-House Staff Resources** (Points Range 0 – 25)

- **22-25 points**: Clearly demonstrates ability to perform major components with in-house staff, strong resumes of key personnel, minimal subcontractor usage.
- **17-21 points**: Adequately demonstrates ability to perform major components with in-house staff, good resumes of key personnel, some subcontractor usage.
- **12-16 points**: Some capacity to perform with in-house staff, basic resumes of key personnel, moderate subcontractor usage.
- **0-11 points**: Limited or no capacity to perform with in-house staff, insufficient resumes of key personnel, heavy reliance on subcontractors.

15.4 **Equipment Capacity and Availability** (Points Range 0 – 20)

- **18-20 points**: Comprehensive list of suitable equipment, well-considered environmental and site constraints, high equipment availability.
- **14-17 points**: Adequate list of equipment, some consideration of environmental and site constraints, good equipment availability.
- **10-13 points**: Basic list of equipment, limited consideration of environmental and site constraints, moderate equipment availability.
- **0-9 points**: Insufficient list of equipment, minimal consideration of environmental and site constraints, low equipment availability.

15.5 **Project Approach** (Points Range 0 - 25 Points)

- **22-25 points**: Detailed and innovative project approach, excellent management of traffic and pollution, thorough construction methodologies.
- **17-21 points**: Adequate project approach, good management of traffic and pollution, adequate construction methodologies.
- **12-16 points**: Basic project approach, some management of traffic and pollution, basic construction methodologies.
- **0-11 points**: Limited or no project approach, poor management of traffic and pollution, insufficient construction methodologies.

15.6 **Price Proposal** (Points Range 0 - 30 Points)

- **27-30 points**: Highly competitive and comprehensive price proposal, clear and detailed.
- **20-26 points**: Competitive price proposal, mostly clear and detailed.
- **15-19 points**: Moderately competitive price proposal, basic details.
- **0-14 points**: Non-competitive or incomplete price proposal, insufficient details.

15.7 **Schedule** (Points Range 0 - 20 Points)

- **18-20 points**: Excellent ability to meet the project schedule, strong project management and equipment capacity.
- **14-17 points**: Good ability to meet the project schedule, adequate project management and equipment capacity.
- **10-13 points**: Moderate ability to meet the project schedule, basic project management and equipment capacity.
- **0-9 points**: Poor ability to meet the project schedule, insufficient project management and equipment capacity.

15.8 **Past Performance Record** (Points Range 0 - 15 Points)

- **13-15 points**: Excellent past performance on similar projects, no failures to perform, detailed explanations provided.
- **10-12 points**: Good past performance on similar projects, few or no failures to perform, adequate explanations provided.
- **7-9 points**: Moderate past performance on similar projects, some failures to perform, basic explanations provided.
- **0-6 points**: Poor past performance on similar projects, significant failures to perform, insufficient explanations provided.

15.9 **Bonding and Financial Capacity** (Points Range 0 - 15 Points)

- **13-15 points**: Comprehensive bonding and financial capacity, strong statements from bonding agent or surety.
- **10-12 points**: Adequate bonding and financial capacity, good statements from bonding agent or surety.
- **7-9 points**: Basic bonding and financial capacity, sufficient statements from bonding agent or surety.

- **0-6 points**: Limited or no bonding and financial capacity, insufficient statements from bonding agent or surety.

Tentative RFP Schedule (*subject to change at the discretion of the Village*):

August 7, 2024	Public Advertisement of RFP
August 15, 2024	Mandatory Pre-Proposal Meeting 2:00 p.m.
September 5, 2024	Proposals due by 3:00 PM
September 12, 2024	Evaluation Committee Review of Proposals (Step 1)
September 26, 2024	Contract Recommendation to Council (Step 2)

RFP EXHIBIT "B"
PROPOSER'S ACKNOWLEDGEMENT

SUBMIT ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY (ON A THUMB DRIVE) OF YOUR PROPOSAL TO:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One,
North Palm Beach, FL 33408

RFP TITLE: Anchorage Park Boat Ramp Replacement

Proposal must be received **PRIOR TO 3:00 P.M. on September 5, 2024,** at which time proposals will be opened.

Proposer's Name:_____
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN:_____

Address:_____

Fax Number:_____

Telephone No.:_____

E-mail Address: _____

Contact representative:_____

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, to supply Anchorage Park Boat Ramp Replacement Services meeting all specifications, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village Contract in accordance with the terms and conditions of this RFP. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 9 of the RFP.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND PROPOSER

_____ _____
Authorized Representative's Signature Date

_____ _____
Name Position

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

RFP EXHIBIT "C"
PROPOSAL FORM

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Concrete Boat Ramp Reconstruction					
1	Contractor Mobilization / Demobilization	1.0	LS		
2	Site Preparation, Existing Aluminum Gangway and Pier Temporary Relocation. Inclusive of Reinstallation.	1.0	LS		
3	Demolition of Existing Boat Ramp (4050 SF+/-), Concrete Block Retaining Wall and Timber Stairs	1.0	LS		
4	Temporary Sheetpile Cofferdam - Materials and Labor, Includes Underwater Rock, Debris and Old Concrete Bulkhead Remnants Removal, as Necessary	1.0	LS		
5	Grade and Compact Area for New Boat Ramp Construction	1.0	LS		
6	Form and Pour New Boat Ramp - Materials and Labor. Includes Base Material Placement, 10" Thick Concrete Slab w/ HDG Steel Reinforcement, Finishing w/ Grooved Pattern and Control Joint Cutting (4085 SF+/-)	4,085.0	SF		
7	Form and Pour New Concrete Retaining Walls, One (1) Each Side of New Ramp. (118 LF Total)	118.0	LF		
8	Form and Pour New Concrete Stair Systems, One (1) Each Side of New Ramp. Includes Stair Handrails	1.0	LS		
9	Site Restoration	1.0	LS		
Total - Concrete Boat Ramp Reconstruction					

Other Costs					
10	Insurance, Licenses, Bonds and Misc.	1.0	LS		
11	Environmental Control Measures	1.0	LS		
12	Survey Layout and As-builts	1.0	LS		
13	Existing Scour Repair along Waterward Terminus of Ramp - Allowance	1.0	LS		
Total - Other Costs					

SUMMARY

Concrete Boat Ramp Reconstruction $_____

Other Costs $_____

Total **$**_____

Total Base Bid

Total Base Bid in Writing: _____

RFP Exhibit “C” Proposal form has been prepared to include major components of work.
It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

Please print and sign your name below:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

END OF SECTION

RFP EXHIBIT "D"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is _____
_____

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

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

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2024 by_____, who is personally known to me or produced _____as identification.

_____

Notary Public
My Commission Expires:

RFP EXHIBIT "E"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is_____
_____

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

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are 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 or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2024 by _____, who is personally known to me or produced _____ as identification.

_____

Notary Public
My Commission Expires:

RFP EXHIBIT "F"
CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

As the person authorized to sign this statement on behalf of_____,
I certify that_____complies fully with the above requirements.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

RFP EXHIBIT "G"
STANDARD VILLAGE CONTRACT

This Contract is made as of the_____day of_____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and _____, an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Anchorage Park Boat Ramp Replacement Services** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Anchorage Park Boat Ramp Replacement Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference.

SECTION 2: TERM OF CONTRACT.

A. The term of the Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until all goods are delivered and all services performed. Delivery and installation shall be coordinated by the VILLAGE and CONTRACTOR, provided, however, that all services shall be completed within ninety (90) days of the issuance of a Notice to Proceed.

B. Time is of the essence in all respects under this Contract, and the parties agree that the Village will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Village if the work is not completed on time. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay to the Village an amount equal to one thousand dollars ($1,000.00) per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the Contractor.

C.CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages.

SECTION 3: VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for providing **Anchorage Park Boat Ramp Replacement Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference.

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

SECTION 5: INDEMNIFICATION.

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants, or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants, or employees are alleged to be liable.

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

SECTION 6: PERSONNEL**.**

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

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

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

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to

the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the VENDOR shall:

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

C. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS.

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

anyone other than the VILLAGE and the VENDOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and the VENDOR **knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances

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

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall affect the VENDOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

SECTION 18: PUBLIC ENTITY CRIMES.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub- VENDOR or VENDOR 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 Statues, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, 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 Contract.

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Request for Qualifications shall minimally meet the following conditions to be considered as a valid payment request:

A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

B. All invoices submitted shall consist of an "original" invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as "partial," "complete" or "final invoice."

C. The invoice shall contain the Proposer's Federal Employer Identification Number.

D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES;

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the VILLAGE, be engaged to perform these services under the terms of this Contract.

SECTION 31: PUBLIC RECORDS.

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

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

1. Keep and maintain public records required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this

Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, VENDOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

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

VENDOR

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY:_____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

RFP EXHIBIT "H"

SEA DIVERSIFIED BOAT RECONSTRUCTION PLANS

For Bid Purposes Only

Includes 8 pages of plans plus permits

END OF SECTION

FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

January 16, 2024

Zakariya Sherman
603 Anchorage Drive
North Palm Beach, FL 33408
Sent via e-mail: zsherman@village-npb.org

Re: File No.: 50-0279861-008-EE
File Name: Anchorage Park Boat Ramp

Dear Zakariya Sherman,

On December 20, 2023, we received your request for verification of exemption to replace the boat ramp at Anchorage Park within its previous footprint. The project is located in the North Palm Beach Canal, adjacent to 603 Anchorage Drive, North Palm Beach (Section 17, Township 42 South, Range 43 East), in Palm Beach County (Latitude N 26°48'47.2487", Longitude W -80°3'56.8233").

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Julia Stahl at the letterhead address or at Julia.Stahl@FloridaDEP.gov.

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt, under Chapter 62-330.051(5)(e), Florida Administrative Code, from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review- NOT REQUIRED

The activity does not require further authorization under chapter 253 of the Florida Statutes, or chapters 18-20 or 18-21 of the Florida Administrative Code.

3. Federal Review - APPROVED

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit VI-R1, and a **SEPARATE permit** or authorization **will not be required** from the U.S. Army Corps of Engineers. Please note that the Federal authorization expires on July 27, 2026. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 15 of the SPGP VI-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP VI-R1 with all terms and conditions and the General Conditions may be found online in the Jacksonville District Regulatory Division Sourcebook (https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/).

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you

do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time
Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

FLAWAC Review
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Danielle C. Sattelberger

Danielle C. Sattelberger
Environmental Administrator
Southeast District

Enclosures:

Attachment A- Specific Exemption Rule
Special Conditions for Federal Authorization for SPGP VI-R1
General Conditions for Federal Authorization for SPGP VI-R1
Project drawings, 7 pages

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

FDEP – Danielle C. Sattelberger, Julia Stahl
Neil Wood, Sea Diversified, Inc., neilwood@seadiversified.com

Additional mailings:
SPGP, nmfs.ser.statewideprogrammatic@noaa.gov; spgp@usace.army.mil

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Vanessa Osborne — 01/16/2024

Clerk **Date**

Attachment A

Chapter 62-330.051 Exempt Activities.
The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(e) The construction and maintenance to design specifications of boat ramps in accordance with section 403.813(1)(c), F.S., where navigational access to the proposed ramp currently exists:

1. In artificial waters and residential canal systems; or

2. In any wetland or other surface waters when the ramps are open to the public; and

3. The installation of docks associated with and adjoining boat ramps constructed as part of the above ramps is limited to an area of 500 square feet or less over wetlands and other surface waters.

Special Conditions for Federal Authorizations for SPGP VI-R1

1. Authorization, design and construction must adhere to the terms of the SPGP VI instrument including the General Conditions for All Projects, Special Conditions for All Projects, Applicable activity-specific special conditions, Procedure and Work Authorized sections.

2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 28, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).

3. All activities must be performed during daylight hours (Reference: JAXBO PDC AP.6.).

4. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):

   a. Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).

   b. Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles.

   c. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86.).

   d. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).

5. The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 29).

6. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at http://www.cr.nps.gov/nr/research.

a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245- 6333 and the Corps Regulatory Archeologist at 904-232-3270 to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.

b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Archeologist at 904-232-3270 shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

7. The Permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

8. Mangroves. The design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):

a. All projects must be sited and designed to avoid or minimize impacts to mangroves.

b. Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:

(1) Removal to install up to a 4-ft-wide walkway for a dock.

(2) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.

(3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.

(a) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift), (b) is necessary to provide temporary construction access, and (c) is conducted in a

manner that avoids any unnecessary trimming.

(b) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

9. For Projects authorized under this SPGP VI in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

10. Notifications to the Corps. For all authorizations under this SPGP VI, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

a. Commencement Notification. Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" form (Attachment 8).

b. Corps *Self-Certification Statement of Compliance* form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 9) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self- Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 10).

d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.

(1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.

(2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

11. The District Engineer reserves the right to require that any request for authorization under this SPGP VI be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP VI does not automatically guarantee Federal authorization.

12. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.

13. Failure to comply with all conditions of the SPGP VI constitutes a violation of the Federal authorization.

14. The SPGP VI will be valid through the expiration date unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending expiration date, is not contrary to the public interest. The SPGP VI will not be extended beyond the expiration date but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP VI will be evaluated by the Corps.

15. If the SPGP VI expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP VI will remain in effect provided the activity is completed within 12 months of the date the SPGP VI expired or was revoked.

Special Conditions for *Boat Ramp* activities.

16. Restrictions on Dredged Material and Disposal: Excavation is limited to the area necessary for site preparation. All excavated material shall be removed to an area that is not waters of the United States, as that term is defined and interpreted under the Clean Water Act, including wetlands (Reference: JAXBO PDC A6.2.).

17. Turbidity: The length of new boat ramps and repair and replacement of existing boat ramps to make them longer should ensure a water depth at the end of the ramp is deep enough to minimize sediment resuspension associated with launching vessels in shallow water (Reference: JAXBO PDC A6.5.).

General Conditions for All Projects:

1. The time limit for completing the work authorized ends on July 27, 2026.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may

require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form (Attachment 10) and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.

   a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

   b. This permit does not grant any property rights or exclusive privileges.

   c. This permit does not authorize any injury to the property or rights of others.

   d. This permit does not authorize interference with any existing or proposed Federal projects.

2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

   a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

   b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

   c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

   d. Design or Construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

   a. You fail to comply with the terms and conditions of this permit.

   b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).

   c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.

7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Department of the Army Permit Transfer for SPGP VI-R1

PERMITEE: _____

PERMIT NUMBER: _____ DATE: _____

ADDRESS/LOCATION OF PROJECT:

_____

_____

(Subdivision) (Lot) (Block)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

_____ _____

(Transferee Signature) (Date)

_____

(Name Printed)

_____

(Street address)

_____

(Mailing address)

_____

(City, State, Zip Code)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 81/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

h. Any collision(s) with and/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).

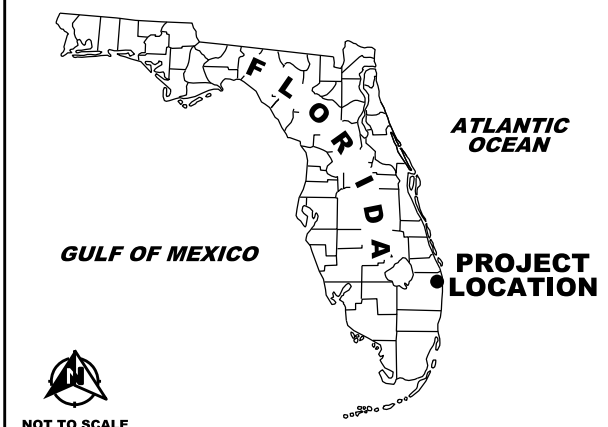
i. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfsser@noaa.gov.

j. Sea turtle and marine stranding/rescue organizations' contact information is available by region at http://www.nmfs.noaa.gov/pr/health/networks.htm.

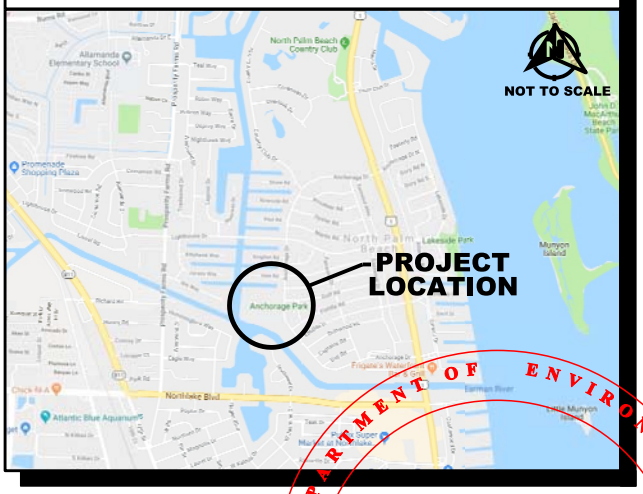
k. Smalltooth sawfish encounters shall be reported to http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html.

l. All work must occur during daylight hours.

LOCATION MAP



VICINITY MAP



DEPARTMENT OF ENVIRONMENTAL PROTECTION - STATE OF FLORIDA -

Permit Number

50-279861-008-EE

Southeast District

AERIAL MAP



FOR PERMITTING PURPOSES ONLY

ANCHORAGE PARK BOAT RAMP REPLACEMENT

COVER

603 ANCHORAGE DRIVE,
NORTH PALM BEACH, FL
SECTION 17, TOWNSHIP 42 S, RANGE 43 E

Revisions:

SEA DIVERSIFIED, INC.
160 Congress Park Dr., Suite 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	12/2023
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	N.T.S.

Sheet Name: C-1

Sheet No.: 1

NAME	NO.	DESCRIPTION
C-1	1	COVER
I-1	2	SHEET INDEX
L-1	3	PROJECT / CITY MAP
A-1	4	AERIAL / EXISTING RAMP MAP
P-1	5	PROPOSED RAMP PLAN
P-2	6	PROPOSED RAMP PLAN DETAIL
M-1	7	CONSTRUCTION METHODS



FOR PERMITTING PURPOSES ONLY

ANCHORAGE PARK
BOAT RAMP REPLACEMENT

SHEET INDEX

603 ANCHORAGE DRIVE,
NORTH PALM BEACH, FL
SECTION 17, TOWNSHIP 42 S, RANGE 43 E

Revisions:

SEA DIVERSIFIED, INC.
160 Congress Park Dr., Suite 114
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Scale:	N/A

Sheet Name: I-1
Sheet No.: 2



DEPARTMENT OF ENVIRONMENTAL PROTECTION – STATE OF FLORIDA

Permit Number

50-279861-008-EE

Southeast District

FOR PERMITTING PURPOSES ONLY

ANCHORAGE PARK BOAT RAMP REPLACEMENT

PROJECT / CITY MAP

603 ANCHORAGE DRIVE,
NORTH PALM BEACH, FL
SECTION 17, TOWNSHIP 42 S, RANGE 43 E

Revisions:

SEA DIVERSIFIED, INC.
160 Congress Park Dr., Suite 114
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561-243-4920

Date:	12/2023
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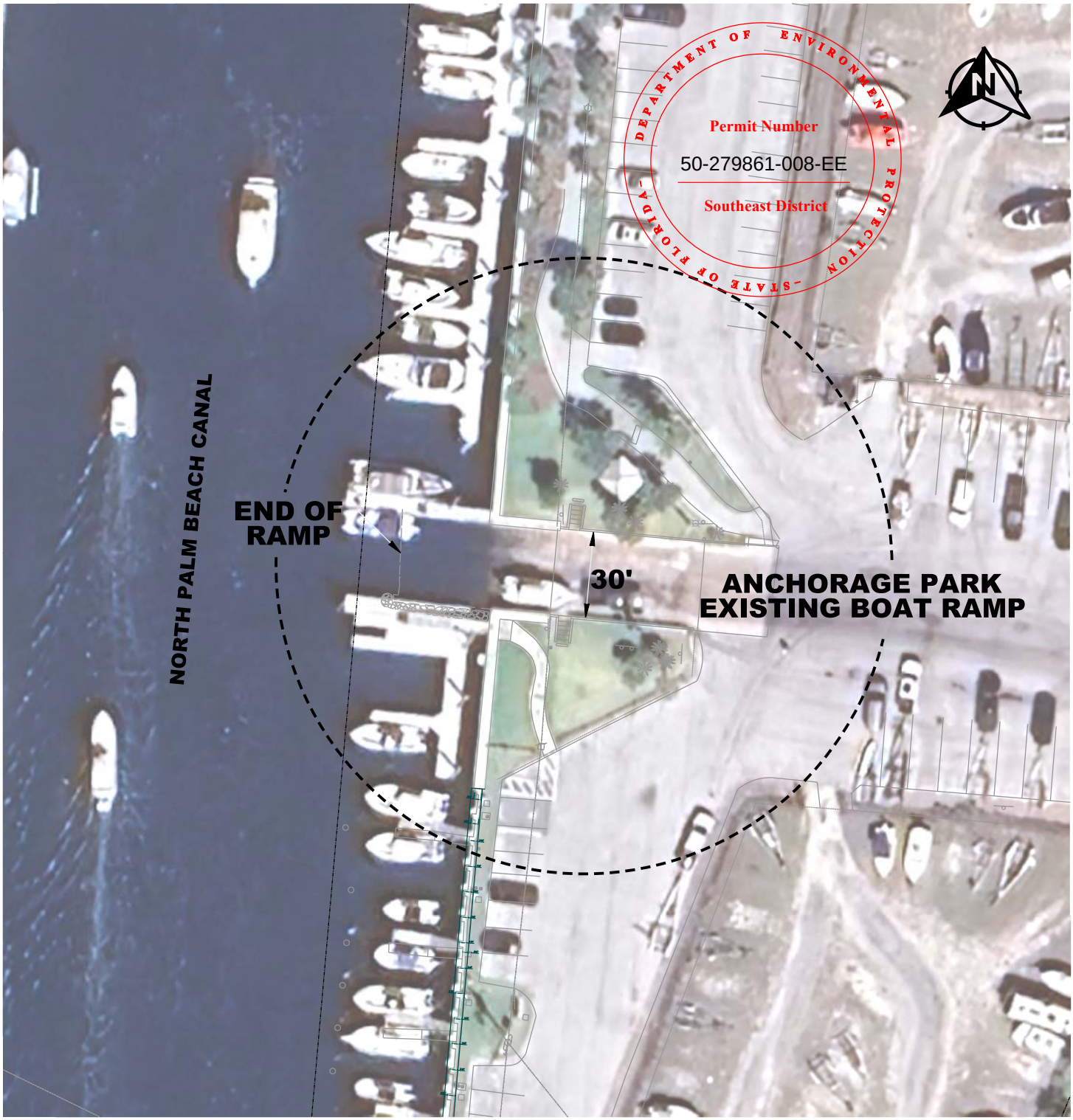
Scale:	N.T.S.

Sheet Name: **L-1**

Sheet No.: 3



FOR PERMITTING PURPOSES ONLY

ANCHORAGE PARK BOAT RAMP REPLACEMENT

AERIAL MAP / EXISTING CONDITION

603 ANCHORAGE DRIVE,
NORTH PALM BEACH, FL
SECTION 17, TOWNSHIP 42 S, RANGE 43 E

Revisions:

SEA DIVERSIFIED, INC.
160 Congress Park Dr., Suite 114
DELRAY BEACH, FL 33445
561-243-4920

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Checked by:	W.T.S.
Scale:	1"=50'

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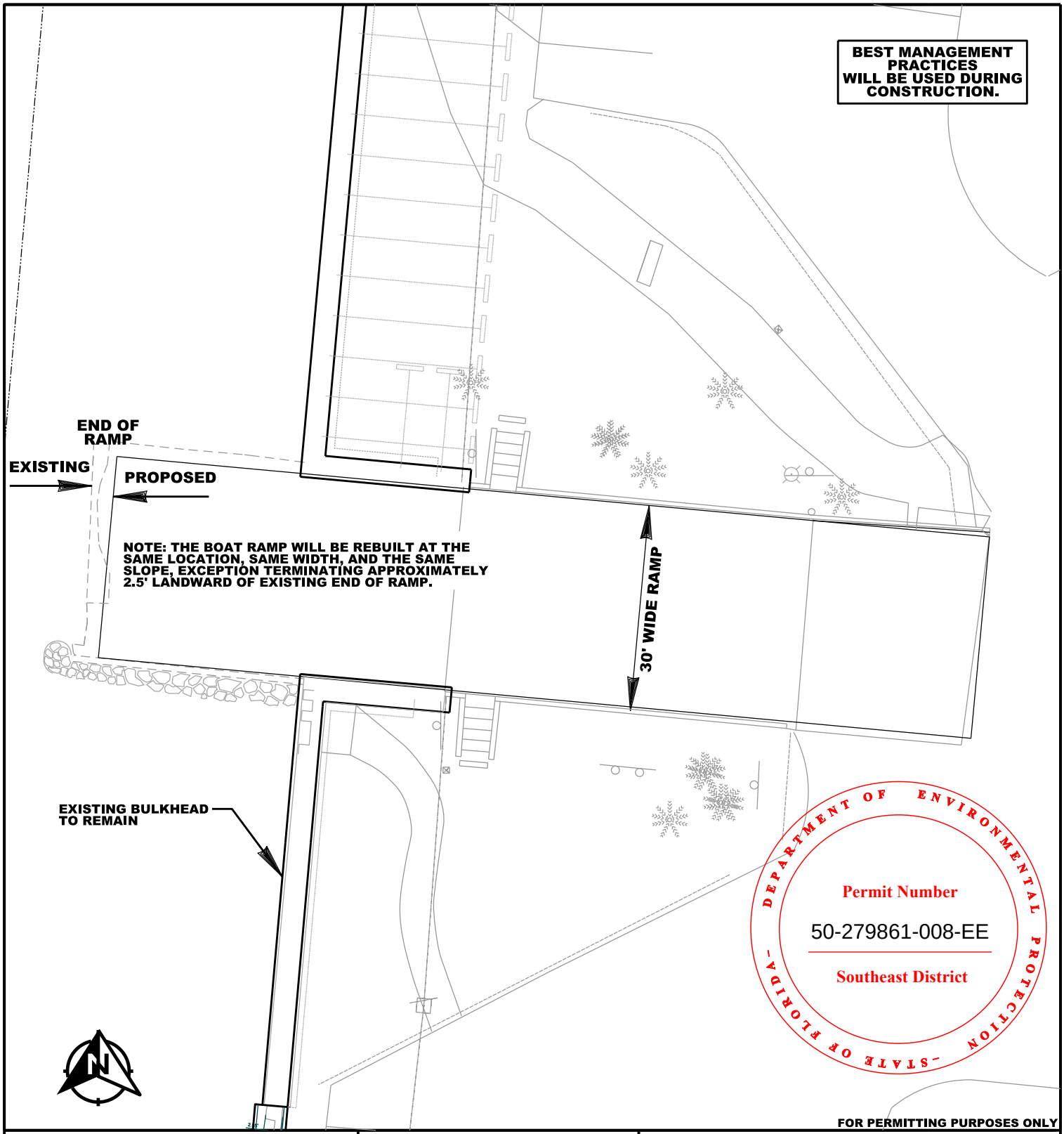
Sheet No.: 4



FOR PERMITTING PURPOSES ONLY

ANCHORAGE PARK BOAT RAMP REPLACEMENT

RAMP PLAN

603 ANCHORAGE DRIVE,
NORTH PALM BEACH, FL
SECTION 17, TOWNSHIP 42 S, RANGE 43 E

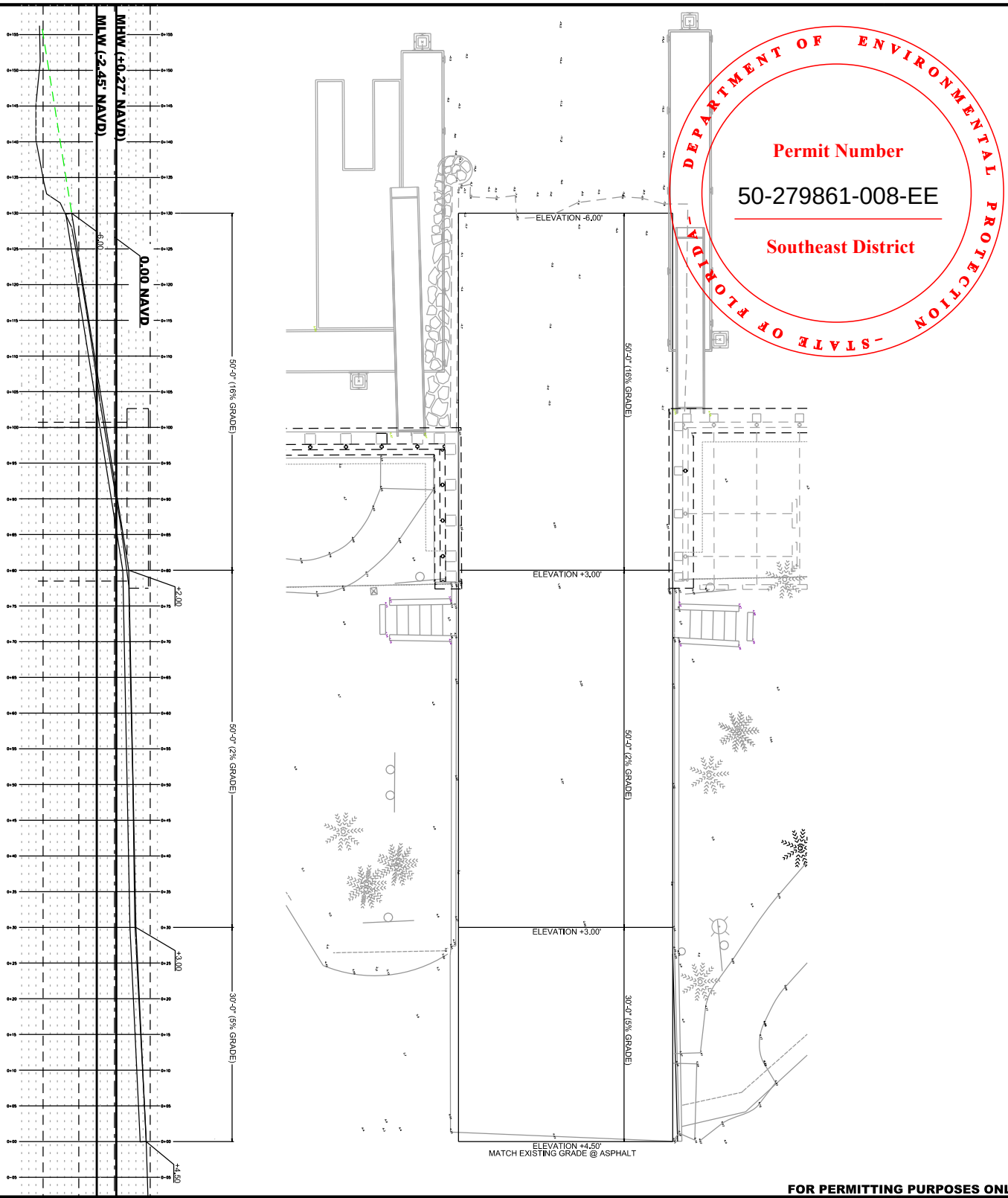
Revisions:

SEA DIVERSIFIED, INC.
160 Congress Park Dr., Suite 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	12/2023
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	1"=20'

Sheet Name: **P-1**

Sheet No.: 5



DEPARTMENT OF ENVIRONMENTAL PROTECTION - STATE OF FLORIDA

Permit Number

50-279861-008-EE

Southeast District

FOR PERMITTING PURPOSES ONLY

ANCHORAGE PARK BOAT RAMP REPLACEMENT

PLAN DETAILS

603 ANCHORAGE DRIVE,
NORTH PALM BEACH, FL
SECTION 17, TOWNSHIP 42 S, RANGE 43 E

Revisions:

SEA DIVERSIFIED, INC.
160 Congress Park Dr., Suite 114
DELRAY BEACH, FL 33445
561-243-4920

Date:	12/2023
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	1"=20'

Sheet Name: P-2

Sheet No.:

Construction Methodology Plan, per F.A.C. 62-330.051(5)(e)

Anchorage Park Boat Ramp Reconstruction:

Demolition and construction activities shall be conducted using land-based mechanical equipment. Barges, tug boats and/or push boats may be utilized as required by the contractor, drafts are not expected to exceed four (4) feet. Concrete ramp panels shall be installed using mechanical equipment. Turbidity screens will be installed around the periphery of the ramp area during demolition and construction activities.

All demolition debris shall be removed and transferred to a designated construction staging area located immediately behind the bulkhead and within the existing parking lot. All demolition debris shall be loaded onto trucks and transported to an acceptable offsite disposal site. The boat ramp installation and maintenance on the artificial body of water will have less than 25-yards of material to be removed, which shall be placed on the uplands within self contained areas to prevent any and spoil material escaped into the water.

Best management practices shall be used at all times during demolition and construction activities. Schedule for the boat ramp demolition and replacement shall commence 1st quarter of 2024, pending verificaiton of exemption and federal authorization utlizing SPGP granted by the State.

DEPARTMENT OF ENVIRONMENTAL PROTECTION - STATE OF FLORIDA -

Permit Number

50-279861-008-EE

Southeast District

FOR PERMITTING PURPOSES ONLY

ANCHORAGE PARK BOAT RAMP REPLACEMENT

CONSTRUCTION METHODS / SCHEDULE

603 ANCHORAGE DRIVE,
NORTH PALM BEACH, FL
SECTION 17, TOWNSHIP 42 S, RANGE 43 E

Revisions:

SEA DIVERSIFIED, INC.
160 Congress Park Dr., Suite 114
DELRAY BEACH, FL 33445
561-243-4920

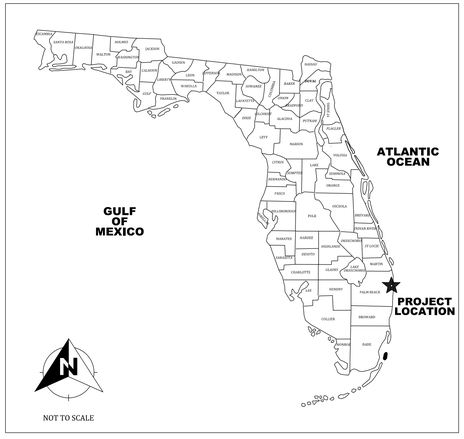
Date:	12/2023
Drawn by:	B.N.W.
Checked by:	W.T.S.
Scale:	N/A

Sheet Name: **M-1**

Sheet No.: 7

VILLAGE OF NORTH PALM BEACH
ANCHORAGE PARK
BOAT RAMP RECONSTRUCTION PLANS

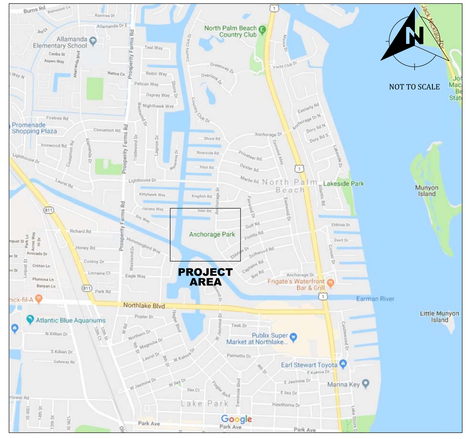
PALM BEACH COUNTY, FLORIDA
APRIL 16, 2024



LOCATION MAP OF FLORIDA



AERIAL PHOTOGRAPH



VICINITY MAP

PREPARED BY:

SEA DIVERSIFIED

SEA DIVERSIFIED, INC.
160 CONGRESS PARK DRIVE, #114
DELRAY BEACH, FLORIDA 33445
PH 561-243-4920

PREPARED FOR:

SUSAN BICKEL	MAYOR
DEBORAH SEARCY	VICE MAYOR
JUDY PIERMAN	PRESIDENT, PRO TEM
KAREN MARCUS	COUNCILMEMBER

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

PLAN SET PREPARED FOR BIDDING PURPOSES ONLY.
NOT TO BE USED FOR CONSTRUCTION.

SHEET INDEX

SHEET NO.	SHEET TITLE
C-1	COVER SHEET
A-1	AERIAL EXHIBIT
EX-1	EXISTING CONDITIONS
D-1	DEMOLITION PLAN
P-1	SITE PLAN
S-1	PLAN AND ELEVATION DETAILS
S-2	STEEL PLACEMENT DETAILS
S-3	TYPICAL STAIR DETAILS

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT: ANCHORAGE PARK BOAT RAMP RECONSTRUCTION PLANS
VILLAGE OF NORTH PALM BEACH
PALM BEACH COUNTY, FLORIDA

SHEET TITLE: COVER SHEET

PREPARED FOR: VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
PALM BEACH COUNTY, FLORIDA 33408

CERTIFICATION: NOT TO BE USED FOR CONSTRUCTION
PLANS TO BE USED FOR BIDDING PURPOSES ONLY

WILLIAM T. SADLER JR., P.E.
FLORIDA REGISTRATION NUMBER 41164
SEA DIVERSIFIED, INC. FLORIDA, INC.
C.A. LICENSE NUMBER 29927

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying and Engineering Applications
160 CONGRESS PARK DRIVE, #114
DELRAY BEACH, FLORIDA 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

SEA DIVERSIFIED

DATE:	04-16-2024
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	N.T.S.
SHEET:	C-1

CADD ID:
SHEET NO.: 2018.RFP.SH1
TOTAL NUMBER OF SHEETS:

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

SDI P.N. 23-3025



SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT:
ANCHORAGE PARK
BOAT RAMP
RECONSTRUCTION PLANS
VILLAGE OF NORTH PALM BEACH
PALM BEACH COUNTY, FLORIDA

SHEET TITLE:
AERIAL EXHIBIT

PREPARED FOR:
VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408
PALM BEACH COUNTY, FLORIDA

CERTIFICATION:
NOT TO BE USED FOR CONSTRUCTION
PLANS TO BE USED FOR BIDDING PURPOSES ONLY

WILLIAM T. SADLER JR. P.E.
FLORIDA REGISTRATION NUMBER 42184
SEA DIVERSIFIED (FLORIDA), INC.
C.A. LICENSE NUMBER 29957

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying and Engineering Applications
160 CONGRESS PARK DRIVE, #114
DELRAY BEACH, FLORIDA 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	04-16-2024
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	1"=20'
SHEET:	A-1

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

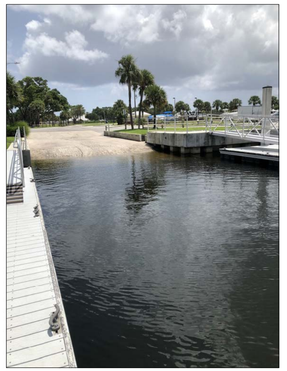
SDI P.N. 23-3025



WATERWARD VIEW



LANDWARD VIEW ALONG NORTH SIDE OF RAMP



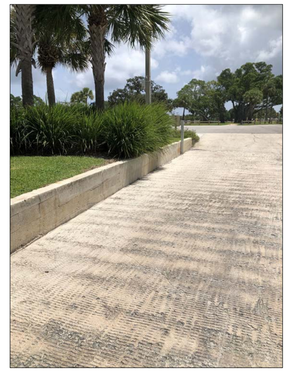
LANDWARD VIEW ALONG SOUTH SIDE OF RAMP



NORTH BULKHEAD RETURN



NORTH STAIRWAY



NORTH BLOCK RETAINING WALL



LANDWARD END OF NORTH RETAINING WALL



SOUTH BULKHEAD RETURN



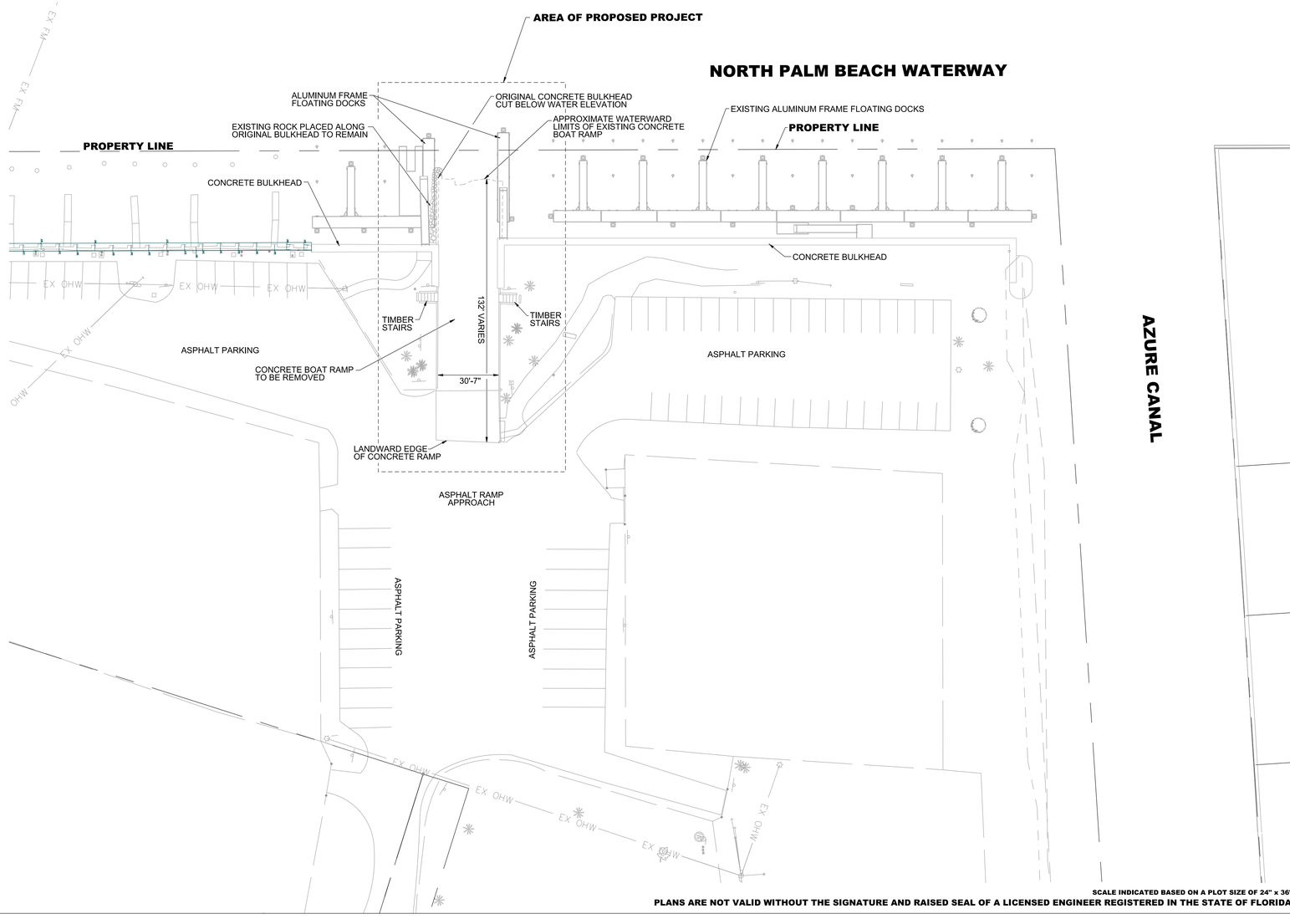
SOUTH STAIRWAY



SOUTH BLOCK RETAINING WALL



LANDWARD END OF NORTH RETAINING WALL


AREA OF PROPOSED PROJECT
NORTH PALM BEACH WATERWAY
AZURE CANAL
PROPERTY LINE
PROPERTY LINE
ALUMINUM FRAME FLOATING DOCKS
EXISTING ROCK PLACED ALONG ORIGINAL BULKHEAD TO REMAIN
ORIGINAL CONCRETE BULKHEAD CUT BELOW WATER ELEVATION
APPROXIMATE WATERWARD LIMITS OF EXISTING CONCRETE BOAT RAMP
EXISTING ALUMINUM FRAME FLOATING DOCKS
CONCRETE BULKHEAD
CONCRETE BULKHEAD
TIMBER STAIRS
TIMBER STAIRS
132' VARIES
30'-7"
CONCRETE BOAT RAMP TO BE REMOVED
LANDWARD EDGE OF CONCRETE RAMP
ASPHALT PARKING
ASPHALT PARKING
ASPHALT RAMP APPROACH
ASPHALT PARKING
ASPHALT PARKING
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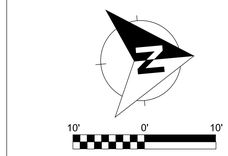
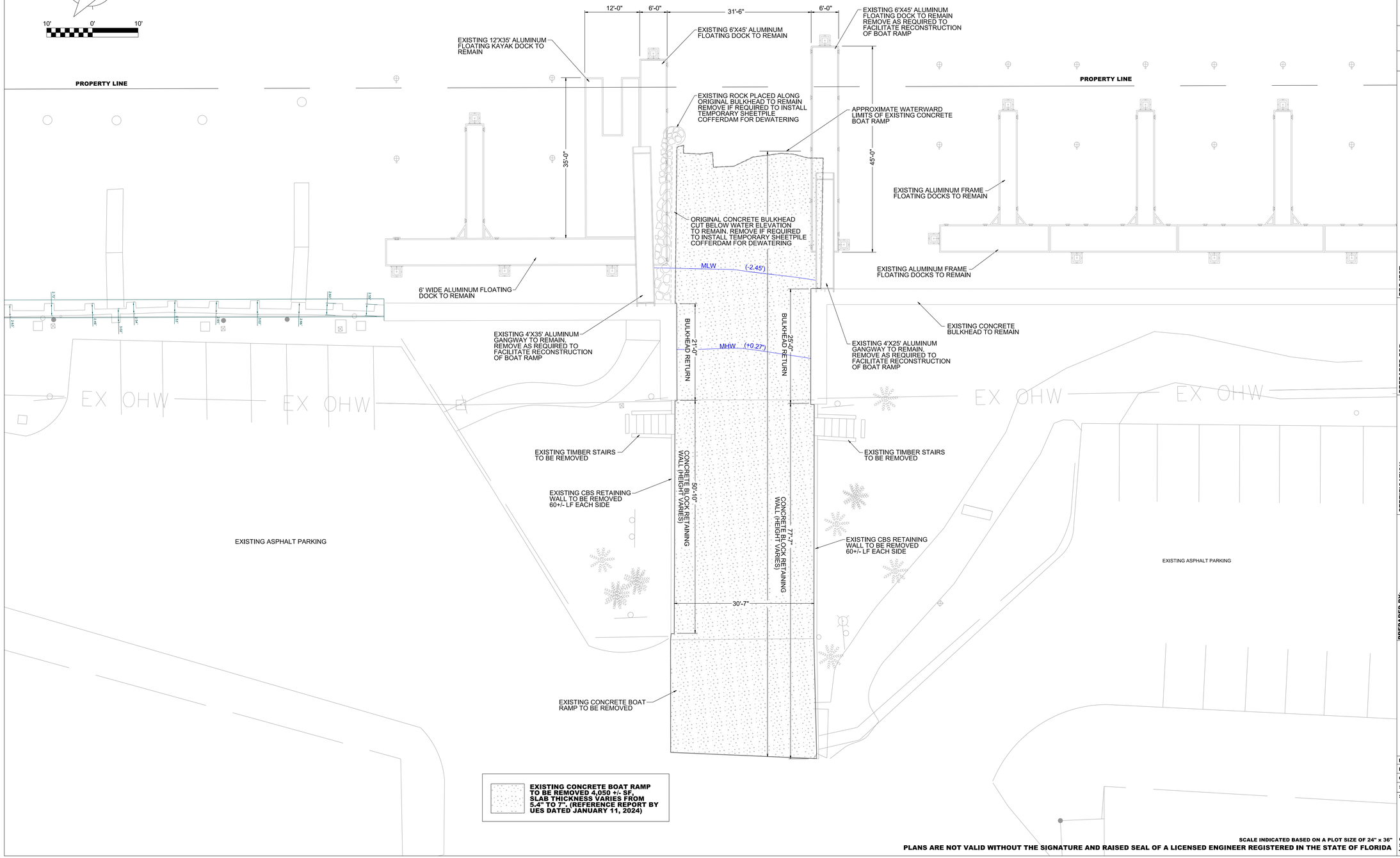
NORTH PALM BEACH WATERWAY





SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT:
ANCHORAGE PARK BOAT RAMP RECONSTRUCTION PLANS
VILLAGE OF NORTH PALM BEACH
PALM BEACH COUNTY, FLORIDA

SHEET TITLE:
DEMOLITION PLAN

PREPARED FOR:
VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408

CERTIFICATION:
NOT TO BE USED FOR CONSTRUCTION
PLANS TO BE USED FOR BIDDING PURPOSES ONLY

WILLIAM T. SADLER, JR. P.E.
FLORIDA REGISTRATION NUMBER 41184
FIRM #: 6914 / FLORIDA REGISTERED, INC.
C.A. LICENSE NUMBER 25937

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying and Engineering Applications
160 CONGRESS PARK DRIVE, #114
DELRAY BEACH, FLORIDA 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

SEA DIVERSIFIED

DATE:	04-16-2024
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	1"=10'
SHEET:	D-1

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

SDI P.N. 23-3025

TECHNICAL SPECIFICATIONS
Prepared by Sea Diversified, Inc.
Date: February 6, 2024
Prepared to Accompany Plans prepared by Sea Diversified, Inc. dated February 2024.

PROJECT DESCRIPTION
1. The project includes the replacement of an existing concrete boat ramp at Anchorage Park. The project will include the removal of the existing concrete ramp and timber stairs and construction of a new 10" thick concrete ramp with integral concrete stair system. The new ramp will be of the same dimensions and grade as the existing ramp. To facilitate the construction of the new ramp, existing aluminum floating docks and gangways adjacent to each side of the ramp will have to be temporarily removed. The project will require dewatering to facilitate the forming, pouring and finishing of the new concrete ramp. The extent of the project is shown on plans prepared by Sea Diversified, Inc. (ENGINEER).
2. The CONTRACTOR is required to coordinate with VILLAGE staff and consultants pertaining to all components of the project including but not limited to project staging, materials delivery schedules, and project inspections. Additionally, the CONTRACTOR must note and understand that the project will be conducted while existing Park and marina activities are ongoing and such activities must be maintained with little or no disruption. Existing boat launch activities will be suspended for the duration of construction.

GENERAL NOTES
1. All elevations are in feet and referenced to the North American Vertical Datum of 1988 (NAVD 88) or Mean Low Water (MLW), as specifically noted on the plans.
2. Any deviation from these plans, notes or specifications must be approved in writing by the ENGINEER, or else the deviation will be considered construction not in compliance with the plans and specifications.
3. Any discrepancies among the plans, notes, specifications and other bid documents must be resolved in writing by the ENGINEER prior to continuing the work in question.
4. These plans, notes and specifications, along with the other components of the project documents, constitute the only instructions to the CONTRACTOR, unless written addenda are issued.
5. All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the ENGINEER for review and approval prior to construction.
6. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
7. CONTRACTOR must attend a kick-off meeting with the ENGINEER, Representative(s) of the VILLAGE, subcontractors, MANUFACTURER and others requested by the VILLAGE to discuss critical items prior to commencing with construction.

MOBILIZATION AND DEMOBILIZATION
1. It is understood that the nature of the project will require work over water and access to construction areas are required for material storing, hauling, erection or construction. All facilities, public or private, used for such purposes shall be maintained and repaired to the original form after completion of project activities.
2. The CONTRACTOR shall present a Shipping, Stockpile and Administration Plan (SSAP) to the ENGINEER for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (incl. utilities maintained there), fencing, security and a statement of commitment to maintaining safety on the site.
3. The VILLAGE or ENGINEER shall have the right to exercise reasonable alterations or additions to the plan (SSAP).
4. The site surroundings shall be returned to original grade and topping (sod, tree cover, established road, etc.) following "Completion" of the project. "Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the CONTRACTOR considers the project to be "Substantially Complete".
5. It is the CONTRACTOR's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.

SITE MAINTENANCE AND SAFETY
1. The CONTRACTOR shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials.
2. Trash receptacles and removal service shall be maintained by the CONTRACTOR specifically for this project. Existing such facilities shall not be used to maintain the project.
3. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.
4. Removal of debris/trash shall be scheduled as appropriate to not allow piles to reach five feet in height or greater than ten feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not be allowed to overflow at any time.
5. The CONTRACTOR shall prepare and submit a Maintenance of Traffic Plan that applies to vessels, vehicles and pedestrians. The plan must be in writing, including sketches or drawings, and must be submitted to the ENGINEER for review and approval before commencement of the plan.
6. The CONTRACTOR shall note that this project consists of work adjacent to a marina and park activities that will continue to operate and be open to the public to some extent during construction. The safety of pedestrians, vessel owners, VILLAGE staff is of primary concern and must be addressed by the CONTRACTOR. The CONTRACTOR shall prepare a safety plan for approval by the ENGINEER and VILLAGE.
7. Where applicable, CONTRACTOR to use steel/kevlar boots, long sleeve pants, gloves, hardhat, safety kit, etc.
8. CONTRACTOR to make note of nearest hospital and quickest route.
9. CONTRACTOR to assure availability of at least one working cell phone and one serviceable vehicle on site at all times.
10. The CONTRACTOR shall follow all applicable local, state and federal codes regarding site safety and maintenance.

ENVIRONMENTAL
1. A Florida Department of Environmental Protection (FDEP) Permit and U.S. Army Corps of Engineers (USACE) Permit exert jurisdiction of the project. The CONTRACTOR shall request all permits prior to the start of construction from the ENGINEER or the VILLAGE and review prior to any construction activities.
2. The CONTRACTOR shall be responsible for complying with applicable restricting permit conditions imposed by the state, federal and local government.
3. The CONTRACTOR shall pay particular attention to the standard state conditions for manatee protection during construction and shall comply with them fully.

GEOTECHNICAL
1. A geotechnical study was conducted by UES on December 5, 2023 (Report date January 11, 2024). The investigation included (4) cores through the existing concrete ramp along with twenty (20) foot borings at each core location. The purpose of the investigation was to determine the thickness of the existing concrete slab to assess means and methods of removal and to assist in the estimation of concrete volume for trucking and disposal. Borings were conducted to assess sub-surface material characteristics beneath the slab as required for design purposes. Copies of the Geotechnical Report are available to the CONTRACTOR upon request to the VILLAGE.
2. Should the CONTRACTOR encounter sub-surface soil conditions that differ from that described in the Geotechnical Report prepared by UES, the CONTRACTOR shall cease operations and promptly notify the ENGINEER.

CONSTRUCTION SURVEYING
1. The CONTRACTOR is responsible for horizontal / vertical control establishment, construction layout or any other survey effort required to complete the project. If requested by the CONTRACTOR, the ENGINEER will provide the CONTRACTOR existing site benchmark information for reference.
2. Method of continuing layout and control of work to be submitted to ENGINEER for approval prior to beginning construction.
3. The CONTRACTOR is advised that certification of the project elevation and alignment is required for final acceptance of work.
4. The CONTRACTOR will be required to provide a final "Asbuilt" survey after construction. The survey must be conducted and certified by a State of Florida licensed Surveyor and Mapper.

CONSTRUCTION SEQUENCING AND HOURS OF OPERATION
1. The CONTRACTOR shall provide a schedule that details the proposed sequence of construction with estimated number of calendar days and milestones for major components of work. The ENGINEER shall be notified in advance of any intended changes to construction sequencing, required alterations to overall project schedules or deviations from projected milestone dates.
2. The CONTRACTOR shall note that the VILLAGE may limit hours of operation and require the CONTRACTOR to schedule daily work activities as necessary to minimize disruption to Park and marina operations. Activities, including but not limited to pile driving, or other crane / large equipment related activities and activities that produce excessive noise, vibration, dust or other air quality impacts, may be limited to specific timeframes when working in proximity to certain facilities. The CONTRACTOR can work Monday through Friday, as typical, until 5:00 PM, noting that noise, vibration and air pollution must be controlled to minimize impact to the ongoing Park and marina activities. The CONTRACTOR's bid shall take into account possible construction delays caused by temporary and partial suspensions of work relating to ongoing Park and boat launch activities as noted in this paragraph.

DEMOLITION AND RESTORATION
1. The CONTRACTOR shall acquire all necessary building permits from the VILLAGE prior to commencing work.
2. Demolition work shall be conducted in accordance with plans prepared by the ENGINEER.
3. Upon completion of construction, the site shall be restored by removing and finishing all evidence of construction including temporary haul roads, stockpile areas and all other areas used for construction.

SITE PREPARATION
1. All existing concrete shall be removed from the site.
2. Sub-base shall be compacted to a minimum of 95% ASTM Proctor. If existing sub-base is found to be inadequate, clean sub-base material shall be imported and placed in 6" lifts. Any fill material needed to supplement the existing must be approved in advance by the ENGINEER.

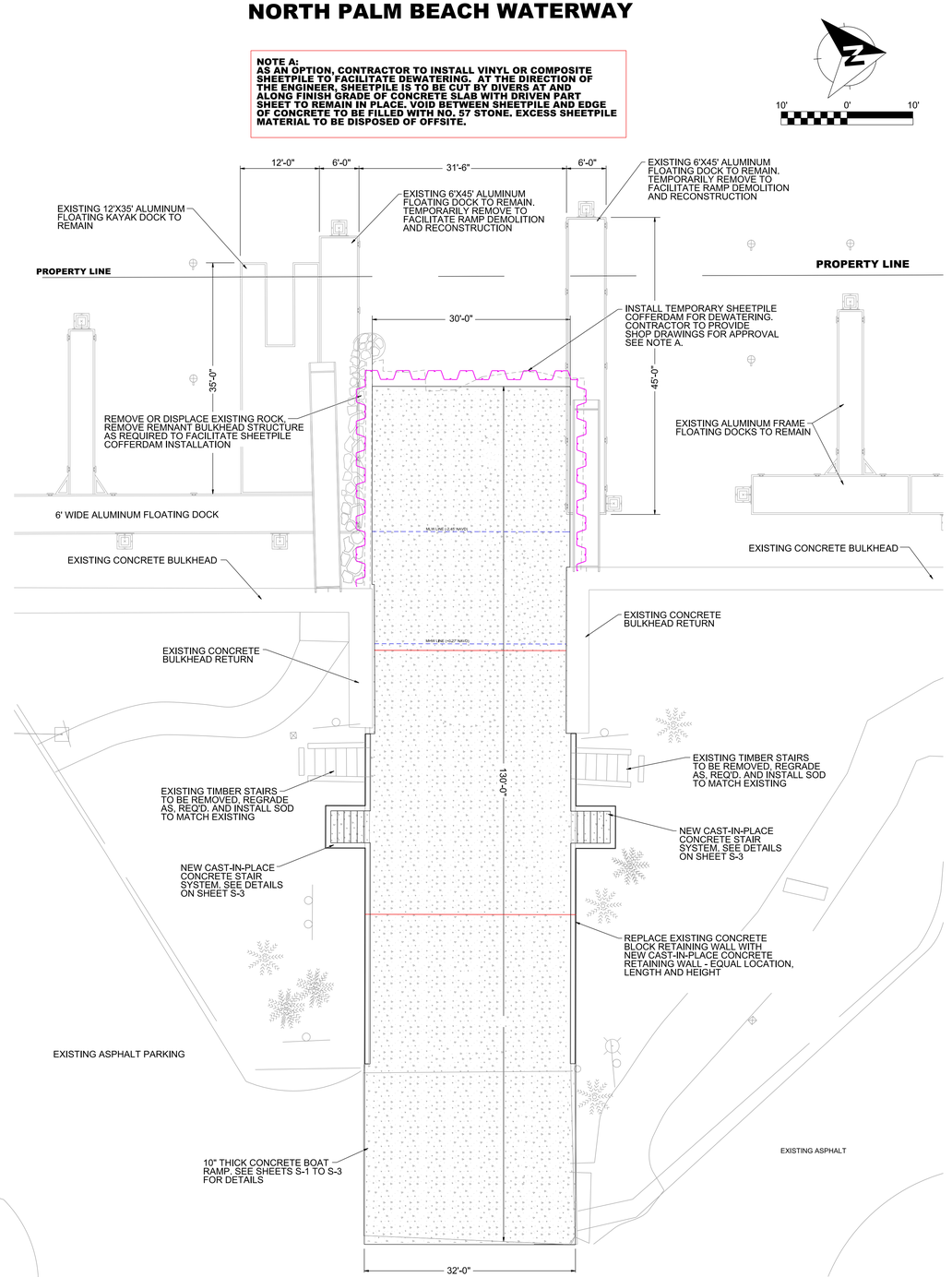
CONCRETE (RAMP, RETAINING WALLS & STAIRS)
1. All construction and testing of materials shall be performed under the guidelines set forth in applicable local, state, and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the ENGINEER for review and approval. All mix designs by the concrete supplier must be submitted to the ENGINEER for approval prior to submitting order.
2. All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
3. All concrete shall be of the same mix design as follows:
   A. Compressive Strength = 6000psi
   B. Water-cement ratio <= 0.40
   C. Air entrainment = 1.5% min.
   D. Potable water, no chlorides.
   E. Type I Cement
   F. 6% addition of microsilica per weight of binders.
   G. Apply Master Builders ER-50 (F.K.A. Confilm) immediately after finishing per manufacturer's specifications.
   H. Large and small aggregates washed and free of chlorides or reactive chemicals.
   I. Retarders or accelerators not allowed unless justified to the ENGINEER prior to their use.
4. Concrete cover from all exterior faces shall be 4" clear to outermost face of any reinforcement.
5. Continually wet water curing on all components. Begin water curing when the concrete has hardened to a point where a "knock" with the knuckles does not indent the surface. Water must be applied such that the entire exposed surface is saturated. Sprinklers or perforated hoses are common methods used for continuous water curing.
6. Curing compound applied uniformly and within one hour to formed sides after stripping forms.
7. Use non-metallic chairs and spacers in reinforcement placing, or for any other necessary in form attachments or alignments.
8. The final alignment of the concrete slab shall be straight and level per elevations and plans provided.
9. Concrete shall be continually cast in forms, fully filling forms as the casting progresses. No greater than 45 minutes may transpire between individual castings. Trucks may not sit on site for greater than 45 minutes. Delays in casting a given form greater than 45 minutes shall be rejected, unless an acceptable construction joint can be made. Concrete sitting for greater than 45 minutes in the truck on-site shall be rejected at the CONTRACTOR's expense.
10. The CONTRACTOR is solely responsible for integrity of forms. Formwork shall be rigid and remain in-place throughout the casting and curing process. Incomplete filling, or filling bottoms of, forms, to allow partial curing prior to completely filling forms is not acceptable.
11. A working concrete vibrator must be on-site prior to delivery of first concrete. The ENGINEER or ENGINEER's Representative shall not allow concrete to be cast otherwise.
12. Vibrate concrete fully, particularly at corners and edges, in a continuous vertical plunging motion, taking care not to hold the vibrator still at any time while in the concrete. Concrete with voids and/or honeycombing will be rejected.
13. Concrete materials testing shall be per acceptable ASTM methods and intervals. A materials testing program shall be prepared by the CONTRACTOR and/or Manufacturer for review and approval by the ENGINEER. As a minimum, four (4) test cylinders shall be cast for any given amount of concrete cast in a day. At the CONTRACTOR's expense, the cylinders shall be tested at 3, 7, 14 and 28 days to demonstrate compliance with the specified compressive strength.

EXPANSION JOINTS
1. All expansion joints shall be full depth with no typical steel reinforcing passing through the joint. All steel reinforcing to stop 4 inches from the ends of the joint on each side.
2. The vertical joint gap shall be 1/2 inch uniformly over the entire cross-section. One suggested method to effect proper vertical and plane joints is to cast every other section of slab and cast the remaining sections after the first castings are set.
3. 24-inch long, 1-1/4" diameter smooth stainless steel, greased dowels shall be placed at 12" o.c. along the expansion joint cross-section. The dowels shall be installed at the approximate center of the slab. The dowels shall be separated from all steel reinforcing by no less than 1".
4. The joint spacer shall be a continuous 1/2" neoprene, full width of the slab.

STEEL REINFORCING
1. All rebar shall be Grade 60, hot-dipped galvanized.
2. Rebar splices shall have a minimum overlap of 30".

NORTH PALM BEACH WATERWAY

NOTE A:
AS AN OPTION, CONTRACTOR TO INSTALL VINYL OR COMPOSITE SHEETPILE TO FACILITATE DEWATERING. AT THE DIRECTION OF THE ENGINEER, SHEETPILE IS TO BE CUT BY DIVERS AT AND ALONG FINISH GRADE OF CONCRETE SLAB WITH DRIVEN PART SHEET TO REMAIN IN PLACE. VOID BETWEEN SHEETPILE AND EDGE OF CONCRETE TO BE FILLED WITH NO. 57 STONE. EXCESS SHEETPILE MATERIAL TO BE DISPOSED OF OFFSITE.



SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

SDI P.N. 23-3025

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT: ANCHORAGE PARK BOAT RAMP RECONSTRUCTION PLANS
VILLAGE OF NORTH PALM BEACH
PALM BEACH COUNTY, FLORIDA

SHEET TITLE: SITE PLAN

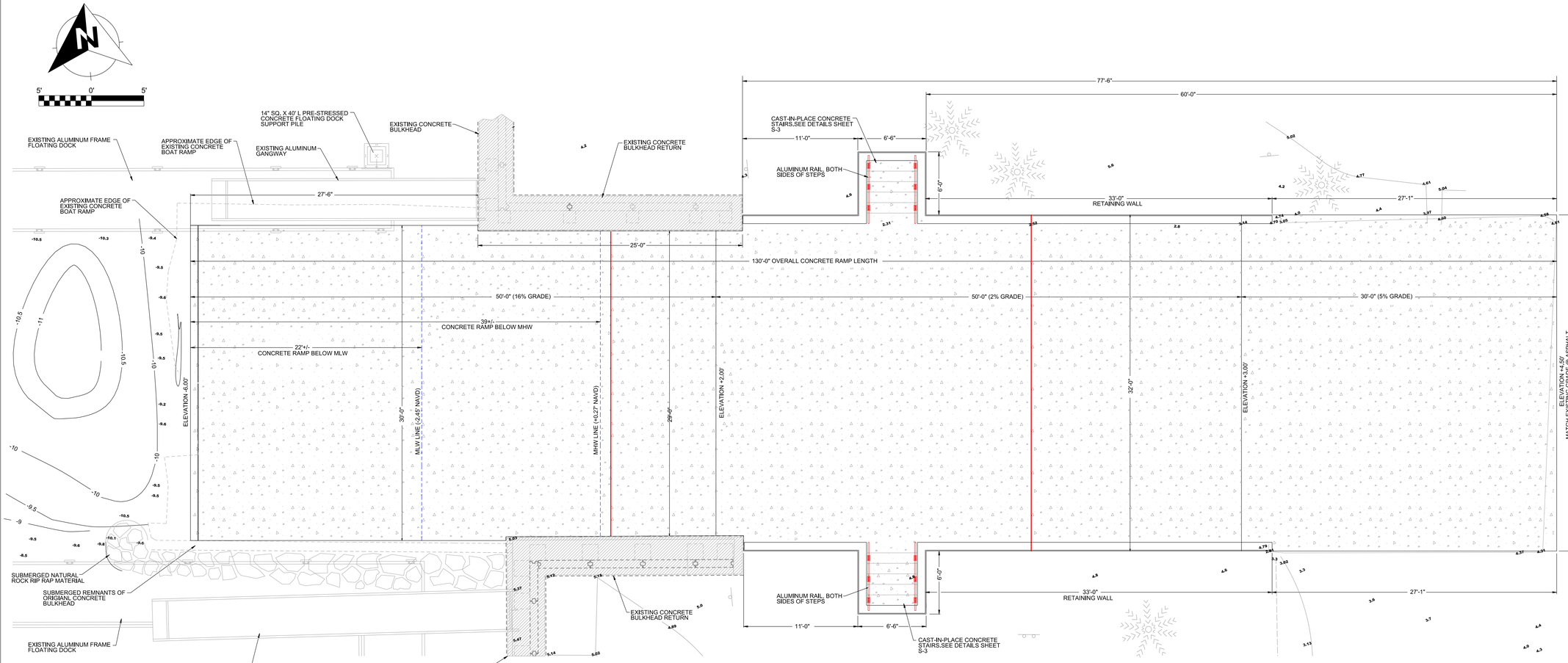
PREPARED FOR: VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408
PALM BEACH COUNTY, FLORIDA

CERTIFICATION:
NOT TO BE USED FOR CONSTRUCTION
PLANS TO BE USED FOR BIDDING PURPOSES ONLY
WILLIAM T. SADLER, JR., P.E.
FLORIDA REGISTRATION NUMBER 41184
SEA DIVERSIFIED, INC. CERTIFICATE OF AUTHORIZATION NUMBER 6462
C.A. LICENSE NUMBER 29937

PREPARED BY:
SEA DIVERSIFIED, INC.
Surveying and Engineering Applications
160 CONGRESS PARK DRIVE, #114
DELRAY BEACH, FLORIDA 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	04-16-2024
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	1"=10'
SHEET:	P-1

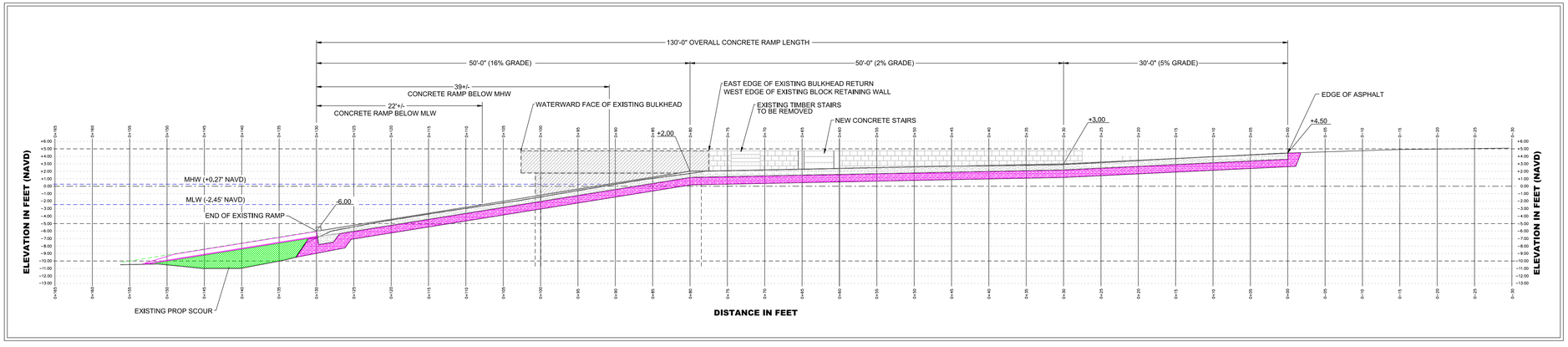
CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:



PROPOSED BOAT RAMP PLAN

SCALE: 1"=5'-0"

TOTAL CONCRETE SLAB W/OUT STAIR EXTENSIONS: 4,030 SF
TOTAL CONCRETE SLAB WITH STAIR EXTENSIONS: 4,085 SF
TOTAL LENGTH OF RETAINING WALLS: 118 LF (59 LF EA. SIDE)



TYPICAL ELEVATION OF RAMP (N.T.S.)

TIDAL DATUMS BASED ON:
TIDE INTERPOLATION POINT ID 31
COUNTY: PALM BEACH
QUAD NAME: RIVIERA BEACH

ALL ELEVATIONS ARE DEPICTED IN FEET, NAVD 88 DATUM

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT:
ANCHORAGE PARK BOAT RAMP RECONSTRUCTION PLANS
VILLAGE OF NORTH PALM BEACH
PALM BEACH COUNTY, FLORIDA

SHEET TITLE:
PLAN AND ELEVATION DETAILS

PREPARED FOR:
VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408

CERTIFICATION:
NOT TO BE USED FOR CONSTRUCTION
PLANS TO BE USED FOR BIDDING PURPOSES ONLY

WILLIAM T. SADLER JR., P.E.
FLORIDA REGISTRATION NUMBER 41184
FOR THE FIRM: SEA DIVERSIFIED, INC.
C.A. LICENSE NUMBER 29937

PREPARED BY:

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Surveying and Engineering Applications
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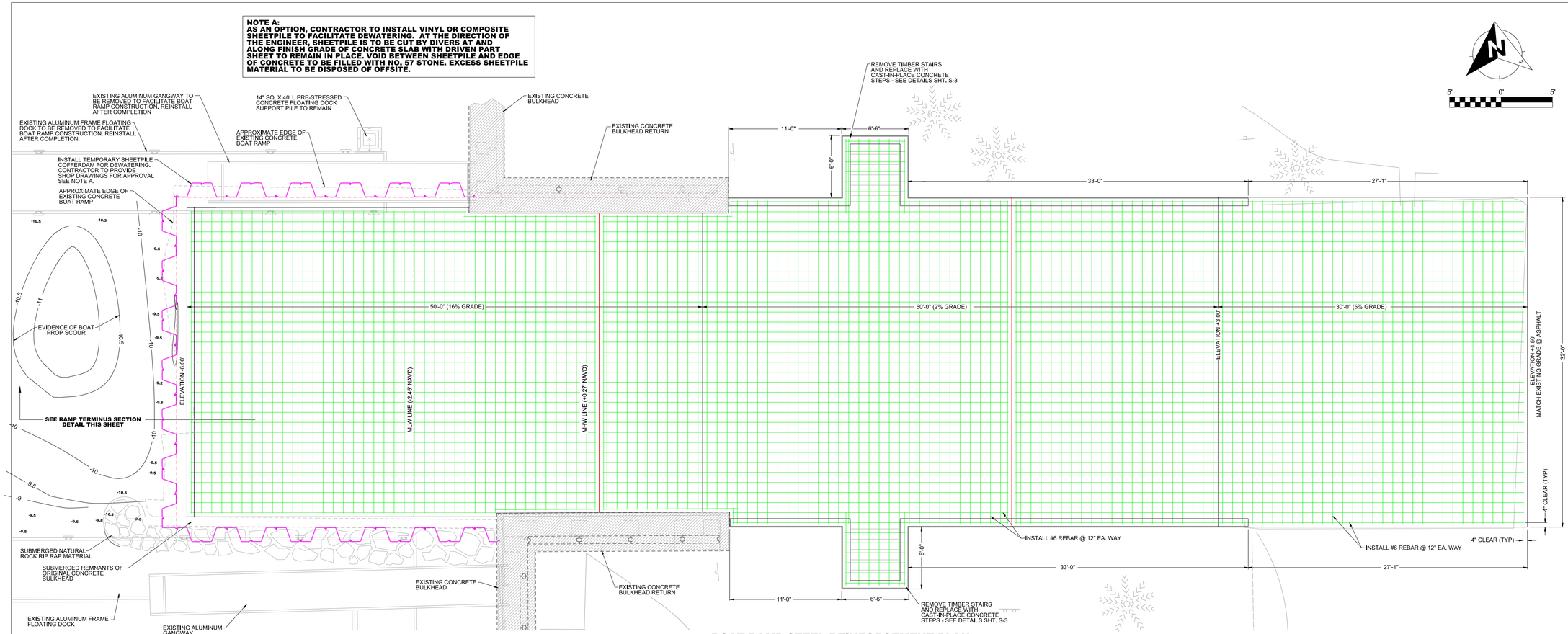
DELRAY BEACH, FLORIDA 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	04-16-2024
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	1"=5'-0"
SHEET:	S-1

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

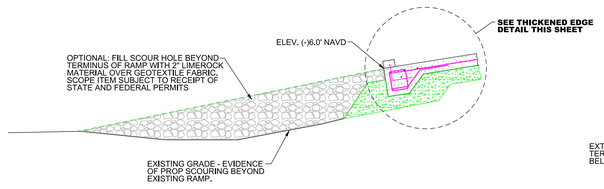
SDI P.N. 23-3025

NOTE A:
AS AN OPTION, CONTRACTOR TO INSTALL VINYL OR COMPOSITE SHEETPILE TO FACILITATE DEWATERING. AT THE DIRECTION OF THE ENGINEER, SHEETPILE IS TO BE CUT BY DIVERS AT AND ALONG FINISH GRADE OF CONCRETE SLAB WITH DRIVEN PART SHEET TO REMAIN IN PLACE. VOID BETWEEN SHEETPILE AND EDGE OF CONCRETE TO BE FILLED WITH NO. 57 STONE. EXCESS SHEETPILE MATERIAL TO BE DISPOSED OF OFFSITE.



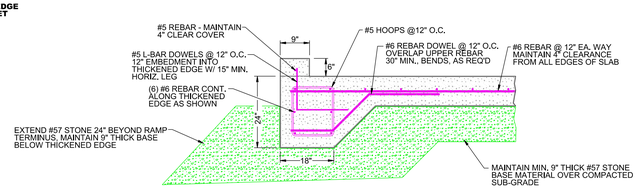
BOAT RAMP STEEL REINFORCEMENT PLAN

SCALE: 1"=5'-0"



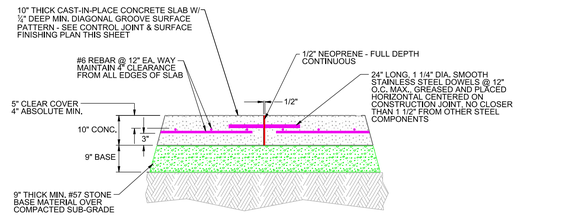
RAMP TERMINUS SECTION DETAIL

SCALE: 1"=2'-0"



RAMP TERMINUS - THICKENED EDGE DETAIL

SCALE: 1"=2'-0"



EXPANSION JOINT DETAIL

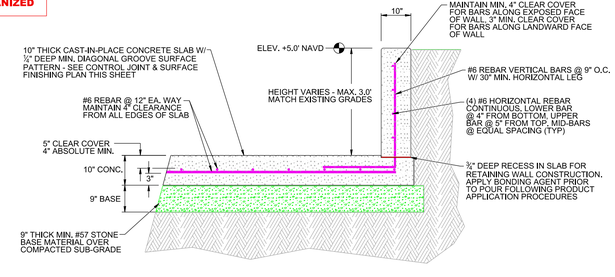
SCALE: 1"=2'-0"

BOAT RAMP CONTROL JOINT PLAN LAYOUT & SURFACE FINISHING PLAN DETAIL

SCALE: N.T.S.

ALL ELEVATIONS ARE DEPICTED IN FEET, NAVD 88 DATUM

ALL STEEL REBAR FOR CONCRETE RAMP, RETAINING WALL AND STAIRS TO BE HOT-DIPPED GALVANIZED



TYPICAL RAMP SECTION DETAIL @ RETAINING WALL

SCALE: 1"=2'-0"

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

SDI P.N. 23-3025

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT: ANCHORAGE PARK BOAT RAMP RECONSTRUCTION PLANS
VILLAGE OF NORTH PALM BEACH
PALM BEACH COUNTY, FLORIDA

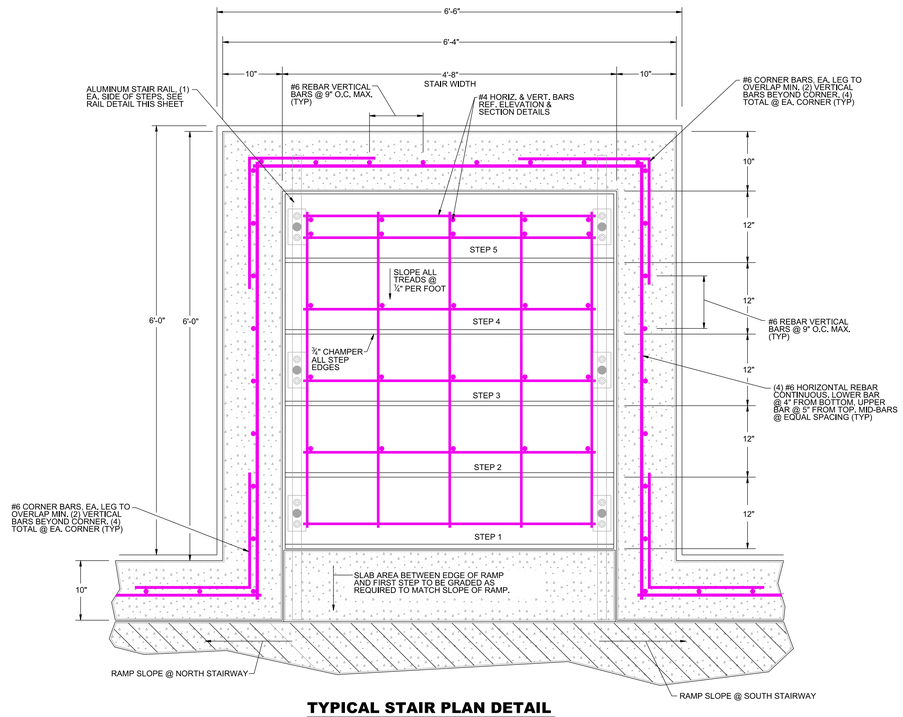
SHEET TITLE: STEEL PLACEMENT DETAILS

PREPARED FOR: VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
PALM BEACH COUNTY, FLORIDA 33408

CERTIFICATION: NOT TO BE USED FOR CONSTRUCTION
PLANS TO BE USED FOR BIDDING PURPOSES ONLY
WILLIAM T. SADLER, JR., P.E.
FLORIDA REGISTRATION NUMBER 41184
SEA DIVERSIFIED, INC.
C.A. LICENSE NUMBER 29937

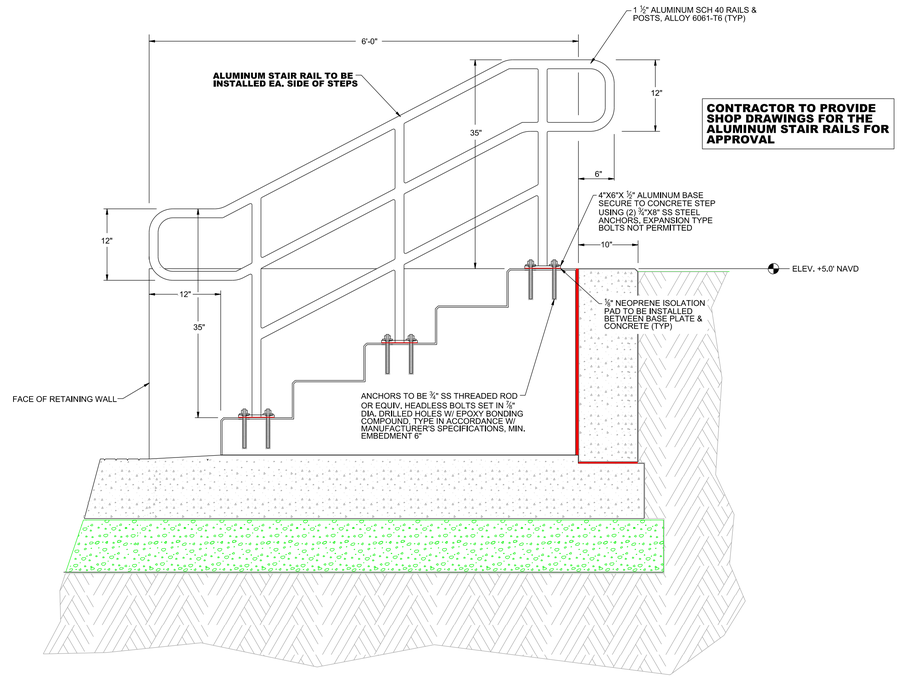
PREPARED BY: SEA DIVERSIFIED, INC.
Surveying and Engineering Applications
160 CONGRESS PARK DRIVE, #114
DELRAY BEACH, FLORIDA 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	04-16-2024
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	AS SHOWN
SHEET:	S-2
CADD ID:	
SHEET NO.:	
TOTAL NUMBER OF SHEETS:	



TYPICAL STAIR PLAN DETAIL

SCALE: 1"=1'-0"

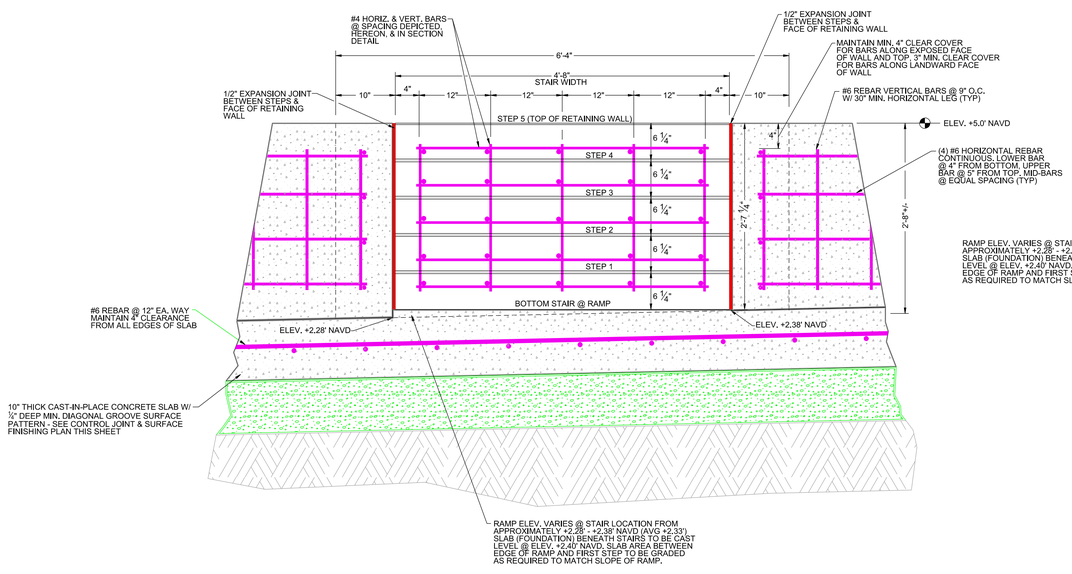


CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR THE ALUMINUM STAIR RAILS FOR APPROVAL

TYPICAL STAIR RAIL DETAIL

SCALE: 1"=1'-0"

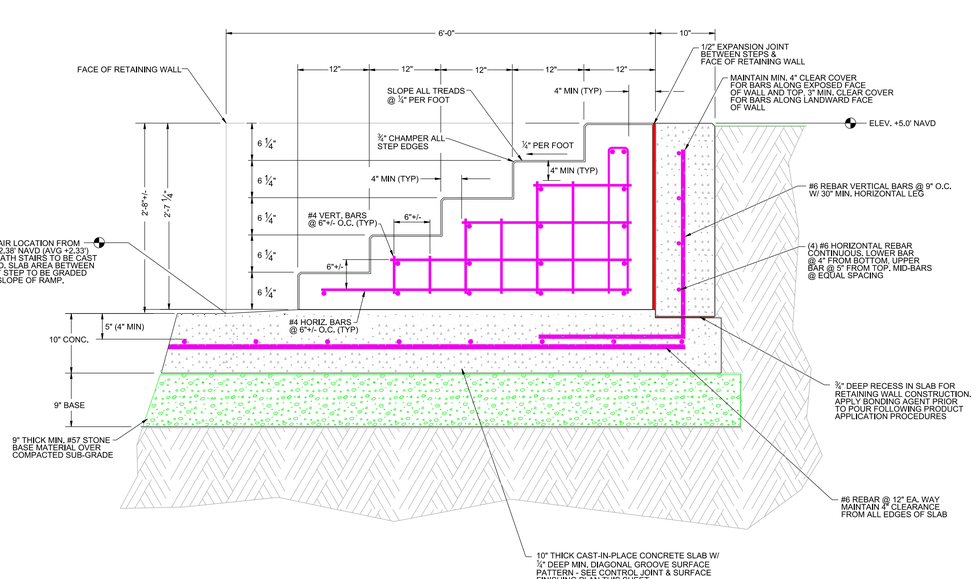
REFERENCE SHEET S-2 FOR CONCRETE & STEEL SPECIFICATIONS



TYPICAL STAIR ELEVATION DETAIL (NORTH STAIRWAY DEPICTED)

SCALE: 1"=1'-0"

ALL STEEL REBAR FOR RAMP, RETAINING WALL AND STAIRS TO BE HOT-DIPPED GALVANIZED



TYPICAL STAIR SECTION DETAIL

SCALE: 1"=1'-0"

REVISIONS:

NO.:	DATE:	DESCRIPTION:

PROJECT: ANCHORAGE PARK BOAT RAMP RECONSTRUCTION PLANS
VILLAGE OF NORTH PALM BEACH
PALM BEACH COUNTY, FLORIDA

SHEET TITLE: TYPICAL STAIR DETAILS

PREPARED FOR: VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408

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FLORIDA REGISTRATION NUMBER 41184
FOR THE FIRM (LICENSED BUSINESS), SEA DIVERSIFIED, INC.
C.A. LICENSE NUMBER 29357

PREPARED BY: SEA DIVERSIFIED, INC.
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160 CONGRESS PARK DRIVE, #114
DELRAY BEACH, FLORIDA 33445
TEL: (561) 243-4920
WWW.SEADIVERSIFIED.COM

DATE:	04-16-2024
DRAWN BY:	W.T.S.
CHECKED BY:	W.T.S.
SCALE:	AS SHOWN
SHEET:	S-3

CADD ID:
SHEET NO.:
TOTAL NUMBER OF SHEETS:

SCALE INDICATED BASED ON A PLOT SIZE OF 24" x 36"

PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED ENGINEER REGISTERED IN THE STATE OF FLORIDA

SDI P.N. 23-3025

Boat Ramp Renovation

Addendum

No. 1

August 19, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, September 5, 2024

Question 1: *Good afternoon, I am looking to bid this job. May i request a copy of the geotechnical report?*

Response 1: **Yes, see attached.**

GEOTECHNICAL EXPLORATION

ANCHORAGE PARK BOAT RAMP
603 ANCHORAGE DRIVE
NORTH PALM BEACH, FLORIDA

UES PROJECT NO. 3330.2300317.0000

PREPARED FOR:

Village of North Palm Beach, FL
645 Prosperity Farms Road
North Palm Beach, FL 33408

Attn: James Mount

PREPARED BY:

UES
607 NW Commodity Cove
Port St. Lucie, Florida 34986
(772) 924-3575

January 11, 2024

January 11, 2024

James Mount
Village of North Palm Beach, FL
645 Prosperity Farms Road
North Palm Beach, FL 33408

Subject: Report of Geotechnical Exploration
Anchorage Park Boat Ramp
603 Anchorage Drive, North Palm Beach, FL
UES Project No. 3330.2300317.0000

Dear James Mount,

UES has completed the subsurface exploration and geotechnical engineering evaluation for the above referenced project in accordance with the geotechnical and engineering service agreement for this project. The scope of services was completed in general accordance with UES's Geotechnical Engineering Proposal No. 22-4392.01 dated December 5, 2023, planned in conjunction with and authorized by you.

EXECUTIVE SUMMARY

The purpose of the subsurface exploration was to classify the nature of the subsurface soils and general geomorphic conditions at the site and evaluate their impact upon the proposed construction. This report contains the results of the subsurface exploration and UES's engineering interpretations of these with respect to the project characteristics described to UES, including providing recommendations for pavement section, and site preparation.

Per UES's prior telephone discussions and email correspondence with you, UES understands that you are planning to redevelop the existing boat ramp located at Anchorage Park in Village of North Palm Beach, Florida. UES has been provided with a proposed boring location map prepared by SEA Diversified, Inc., dated November 2023 showing the details of the proposed development.

The recommendations provided herein are based upon the above considerations. If the stated conditions are incorrect or if the project description is revised, please inform UES so that recommendations with respect to any modifications may be reviewed.

Four (4) Standard Penetration Test (SPT) borings (B-1 through B-4) advanced to a depth of approximately 20 feet below ground surface (BGS) were performed within the boat ramp.

The subsurface soil conditions encountered at the boring locations generally consisted of loose to very dense fine sand (SP) to the termination depth of the borings. In addition, the thickness of the existing concrete ramp varied between 5.4 to 7 inches and the

underlying subgrade soil conditions are as stated. Additionally, a gap of 3" was seen between the concrete and the subsurface soil in boring, B-1.

As part of the geotechnical exploratory investigation, UES was requested to provide information on the cored concrete, subsurface soil conditions, their N-values, material descriptions and recommendations for rigid pavement sections.

UES appreciates the opportunity to be of service during this phase of the project and looks forward to a continued association. Please do not hesitate to contact UES if you have any questions or comments, or if UES may further assist you as your plans proceed.

Respectfully Submitted,

UES
Florida Registry No. 4930

This item has been digitally signed and sealed by Estela G. León Aguilar, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Estela G. León Aguilar, P.E.
Senior Geotechnical Engineer
Florida Registration No. 83307

Dhanuhasini Subramaniam, E.I.
Project Engineer

Distribution: James Mount – Village of North Palm Beach, FL 1 pdf

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1.0 INTRODUCTION

1.1 Project Description

Per UES's prior telephone discussions and email correspondence with you, UES understands that you are planning to redevelop the existing boat ramp located at Anchorage Park in Village of North Palm Beach, Florida. UES has been provided with a proposed boring location map prepared by SEA Diversified, Inc., dated November 2023 showing the details of the proposed development.

The recommendations provided herein are based upon the above considerations. If the stated conditions are incorrect or if the project description is revised, please inform UES so that recommendations with respect to any modifications may be reviewed.

1.2 Scope of Services

The objective of the geotechnical services was to collect subsurface data for the subject project, summarize the test results, and discuss any apparent site conditions that may have geotechnical significance for the proposed construction. The following scope of services is provided within this report:

1. Prepare boring logs depicting the subsurface soil conditions encountered during the field exploration.

2. Review the soil samples obtained during the field exploration for classification and additional testing if necessary.

3. Provide requested rigid pavement sections using design criteria and parameters, including guidelines for preparing pavement subgrades.

4. Provide site preparation criteria for the proposed construction.

2.0 OBSERVATIONS

2.1 Site Description and Historical Data

As illustrated on the Site Vicinity Map in **Appendix A**, the site is located at 603 Anchorage Drive in North Palm Beach, Florida. The property is bordered by canals/waterways to the north, south, west and Anchorage Drive to the east. At the time of the field exploration, the site was developed with the marina, recreational areas, and its ancillary structures. However, the general area of the proposed boring locations was paved in concrete.

UES reviewed historic aerials dated from 1958 to 2019. The historic aerial from 1958 to reveals that the site was developed with multiple silo/tanks to the south side while the north side had few structures with sporadic trees. Also, the 1968 aerials indicate the development of the park. Furthermore, the aerials from 1979 to 2007 revealed that the

park was developed with several other buildings, recreational areas, and associated parking/driveways. By 2010, the silo/tanks in the south side of the property were demolished and the rest of the property remained relatively the same since then.

2.2 Field Exploration

Four (4) Standard Penetration Test (SPT) borings (B-1 through B-4) advanced to a depth of approximately 20 feet below ground surface (BGS) were performed within the boat ramp. The boring depths were established based upon the client's request and confined to the zone of soil likely to be influenced by the planned construction. The locations of the borings are illustrated on the Test Location Plan in **Appendix B**.

The Standard Penetration Tests (SPT) were performed in general accordance with ASTM D 1586, "Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils." The SPT test procedure consists of driving a 1.4-inch I.D. split-barrel sampler into the soil profile using a 140-pound hammer falling 30 inches. The number of blows per foot, for the second and third 6-inch increment, is referred to as the N-value. The N-value has been empirically correlated with various soil properties and provides an indication of soil strength. Please refer to **Appendix C** - Notes Related to Borings for further clarification of UES's field exploration.

Site specific survey staking of the borings was not provided for this field exploration. The indicated depth and location of each boring were approximated based upon existing grade and estimated distances and relationships to the existing landmark at the site.

2.3 Visual Classification

Soil samples recovered from the field exploration were returned to UES's laboratory where they were visually classified by a geotechnical engineer in general accordance with the Unified Soil Classification System (ASTM D 2488). Upon reviewing the soil samples, no laboratory tests were deemed necessary.

The samples will be retained in UES's laboratory for 30 days and then discarded unless UES is notified otherwise in writing. The recovered samples were not evaluated, either visually or analytically, for chemical composition or environmental hazards. UES will be pleased to perform these services for an additional fee, if required.

2.4 Geomorphic Conditions

The geology of the site as mapped on the USDA Soil Survey website consists of *Arents-Urban land complex, 0 to 5 percent slopes* (4). **These are sandy soils. Organic soils are not indicated.** Note that the Soil Survey generally extends to a maximum depth of 80 inches below ground surface and is not indicative of deeper soil conditions.

Boring logs resulting from the field exploration are presented in **Appendix D** - Log of Boring Records. The logs contain the soil descriptions and the standard penetration test (SPT) N-values logged during the drilling and sampling activities. Note that the soil boring data reflects information from the specific test locations only and the soil conditions may vary between the strata interfaces indicated on the logs. The soil classifications and descriptions shown on the logs are generally based upon visual characterizations of the recovered samples using the Unified Soil Classification System. See **Appendix E** - Discussion of Soil Groups, for a detailed description of various soil groups.

The subsurface soil conditions encountered at the boring locations generally consisted of loose to very dense fine sand (SP) to the termination depths of the borings. In addition, the thickness of the existing concrete ramp varied between 5.4 to 7 inches and the underlying subgrade soil conditions are as stated. Additionally, a gap of 3" was seen between the concrete and the subsurface soil in boring, B-1. For a more precise description of the conditions encountered within the soil test borings, refer to the "Log of Boring Records" included in Appendix D.

2.5 Hydrogeological Conditions

On the date of UES's field exploration (January 2024), groundwater was encountered in the borings at a depth of approximately 2.0 to 2.6 feet below existing ground surface (BEGS). The groundwater table typically fluctuates seasonally depending upon local rainfall and other site specific and/or local influences, including tidal fluctuations from the adjacent waterways. Brief ponding of stormwater may occur across the site after heavy or extended rainfall events.

No additional evaluation was included in UES's scope of work in relation to the wet seasonal high groundwater table or any existing well fields in the vicinity. Well fields may influence water table levels and cause significant fluctuations. If a more comprehensive water table analysis is necessary, please contact UES for additional guidance.

3.0 PAVEMENT AREA DESIGN AND CONSTRUCTION CONSIDERATIONS

3.1 Pavement Design Sections

Flexible pavement sections in the geographic area typically consist of an asphaltic wearing course, a base course, and a stabilized subgrade layer. Rigid pavements are constructed either directly upon prepared soil subgrades or upon a base course and stabilized subgrade for heavier loads. Based on UES's prior experience and the assumed traffic loading criteria, recommended pavement section thicknesses are provided in Table 3.1 below.

Table 3.1 Design Pavement Sections					
Type of Pavement	Layer	Material Description	Layer Thickness		
			Light Duty	Heavy Duty*	FDOT ROW
Rigid	(C)	Florida DOT Portland Cement Concrete	NA	8**	NA
	(B)	Crushed Limerock with minimum LBR OF 100, compacted to 98% of the modified Proctor maximum dry density	NA		NA
	(CG)	Compacted sub-grade fill, compacted to 98% of the modified Proctor maximum dry density	NA	12	NA
B = Base Course (Layer Coefficient = 0.18 per inch) (**note: Minimum LBR for recycled concrete is 120 for an equivalent layer coefficient of 0.18 per inch**) SG = Stabilized Subgrade (Layer Coefficient = 0.08 per inch) CG = Compacted Subgrade (Layer Coefficient = 0.01 per inch) C = Concrete (based on 4,000 psi compressive strength)					

* Based on Table 3.4 from ACI 330, Category "D" – Tractor Trailer Units with one or more trailers
** Can be reduced by 1.0 inch if dowels at transverse joints are used.

It should be noted that these are the minimum requirements, and the final pavement thickness design should be provided by the project civil engineer based on anticipated traffic loadings. Asphalt pavements should be constructed in accordance with the latest edition of the Florida Department of Transportation Flexible Pavement Design Manual.

3.2 Stabilized Subgrade

The stabilized subgrade material should have a minimum Limerock Bearing Ratio (LBR) value of 40. UES recommends that subgrade material be compacted to at least 98 percent of modified Proctor maximum dry density (AASHTO T-180). Compliance tests should be performed upon the stabilized subgrade for full depth at a frequency of one test per 5,000 square feet, or at a minimum of two test locations, whichever is greater.

3.3 Base Course

The base course is the portion of the pavement section between the surface course and stabilized subgrade. In areas where separation of at least 1.5 feet between the estimated wet seasonal high groundwater table and the bottom of the base material occurs, UES recommends the base course be limerock or cemented coquina having a minimum Limerock Bearing Ratio (LBR) value of 100. The base material should be obtained from an approved source. The base material should be placed in maximum 6-inch-thick lifts and compacted to at least 98 percent of modified Proctor maximum dry density (AASHTO T-180).

If the separation between the estimated wet seasonal high groundwater table and the bottom of the base material is less than 1.5 feet, UES recommends that asphaltic concrete base (FDOT SP-12.5) be used in lieu of limerock or cemented coquina. The subgrade should be mechanically stabilized (compacted) to a minimum of 98 percent of modified Proctor maximum dry density (AASHTO T-180). Compliance tests should be

performed on the base course at a frequency of one test per 5,000 square feet, or a minimum of two test locations, whichever is greater.

3.4 Rigid (Concrete) Pavement

Rigid pavements should be constructed using concrete having a minimum 28-day compressive strength of 4,000 psi. Fill required to raise grades in pavement areas should be compacted to at least 98 percent of modified Proctor maximum dry density (AASHTO T-180).

The pavement slabs should be reinforced to make them as rigid as practical. Proper joints should be provided at the junctions of slabs so that a small amount of independent movement can be done without causing structural damage. Construction and control joints should be accordance with current American Concrete Institute (ACI) and industry practices. The ACI 330R guidelines recommend *contraction joints* based on the thickness of the slab. A contraction joint predetermines the location of cracks caused by restrained shrinkage of the concrete and be the effects of loads and warping and curling.

Table 3.13—Spacing between contraction joints

Pavement thickness, in. (mm)	Maximum spacing, ft (m)
3-1/2 (90)	8-1/2 (2.5)
4, 4-1/2 (100, 110)	10 (3)
5, 5-1/2 (125, 140)	12-1/2 (4)
6 or greater (150 or greater)	15 (4.5)

The depth of the *contraction joint* should be at least ¼ of the slab thickness. The width of the cut depends on whether the joint will be sealed. A narrow joint, generally 1/10 to 1/8 in. wide, is common for unsealed joints. Cuts at least ¼ in. wide are required for sealed joints. Joint sealant manufacturers' recommendations should be followed for the depth and width of joints that are to be sealed. Sawing operations should be done within 4 to 12 hours after the localized finishing of an area.

Expansion (isolation) joints are recommended at pavement areas that will move independently of each other. Such areas include where aisles intersect or near fixed structures such as inlets, light poles, manholes and buildings. These full depth joints should contain a compressible filler to prevent the adjacent slabs from bonding to each other.

UES recommends distributed steel reinforcement to control the opening of intermediate cracks between the joints. The sole function of the distributed steel is to hold together the fracture faces of cracks form. The size of the steel (welded wire fabric) should be sized in accordance with section 3.8.1 of ACI 330R.

Lastly, actual pavement section thickness should be provided by the Design Civil Engineer based on traffic loads, volume, and the owner's design life requirements. The above section represents the minimum thickness representative of typical local construction procedures and, as such, periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to the FDOT, American Concrete Institute (ACI), or appropriate city/county requirements.

3.5 Effects of Water

Premature pavement section deterioration can occur due to intrusion of the wet season high groundwater table and/or improper surface water runoff management. UES recommends that the pavement areas be constructed to have a minimum separation of 1.5 feet between the wet season high groundwater table and the bottom of base course, regardless of the type of base material. In addition, UES recommends that full-depth curb sections be designed and constructed. Using either extruded curb sections, which lie directly on top of the final surface course, or eliminating the curbing entirely, may allow runoff and/or irrigation water to migrate between the base and surface course. This condition can result in the separation of the surface course from the base course, causing a rippling effect, which results in premature deterioration of the pavement.

3.6 Construction Traffic

Incomplete pavement sections or pavement areas designed for light duty traffic will not perform satisfactorily under typical construction traffic loading. UES recommends that all construction traffic (i.e., construction equipment, vehicles, etc.) either be re-routed away from these areas or the pavement sections be designed to support construction phase loading conditions.

4.0 EXCAVATION CONDITIONS

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that all excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the OSHA guidelines. It is UES's understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth,

exceed those specified in local, state, and federal safety regulations. UES is providing this information solely as a service to UES's client.

UES is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

5.0 REPORT LIMITATIONS

This consulting report has been prepared for the exclusive use of the Village of North Palm Beach and other members of the design team for the proposed development located at 603 Anchorage Drive in North Palm Beach, Florida. This report has been prepared in accordance with generally accepted local geotechnical engineering practices; no other warranty, either express or implied, is made.

The evaluation submitted in this report is based in part upon the data collected during a field exploration. However, the nature and extent of variations throughout the subsurface profile may not become evident until construction. If variations then appear evident, it may be necessary to reevaluate the information and professional opinions provided in this report. In the event changes are made in the nature, design, or location of the proposed boat ramp, the evaluation and opinions contained in this report should not be considered valid unless the changes are reviewed, and conclusions modified or verified in writing by UES.

UES should be provided with the opportunity to review the final paving and grading plans and specifications to determine if UES's recommendations have been properly interpreted, communicated, and implemented. If UES is not afforded the opportunity to participate in construction related aspects of pavement construction as recommended in this report or any report addendum, UES cannot accept responsibility for the interpretation of UES's recommendations made in this report or in a report addendum for pavement performance.

6.0 BASIS FOR RECOMMENDATIONS

The recommendations presented in this report are based on the data obtained from the borings performed at the locations indicated on the Test Location Plan in Appendix B. This report does not reflect variations which may occur between borings. While the borings are representative of the subsurface conditions at their respective locations and for their vertical reaches, local variations characteristic of the subsurface soils of the region are anticipated and may be encountered. The delineation between soil types shown on the boring logs is approximate and the descriptions represent UES's interpretation of the subsurface conditions at the designated boring locations on the specific date drilled.

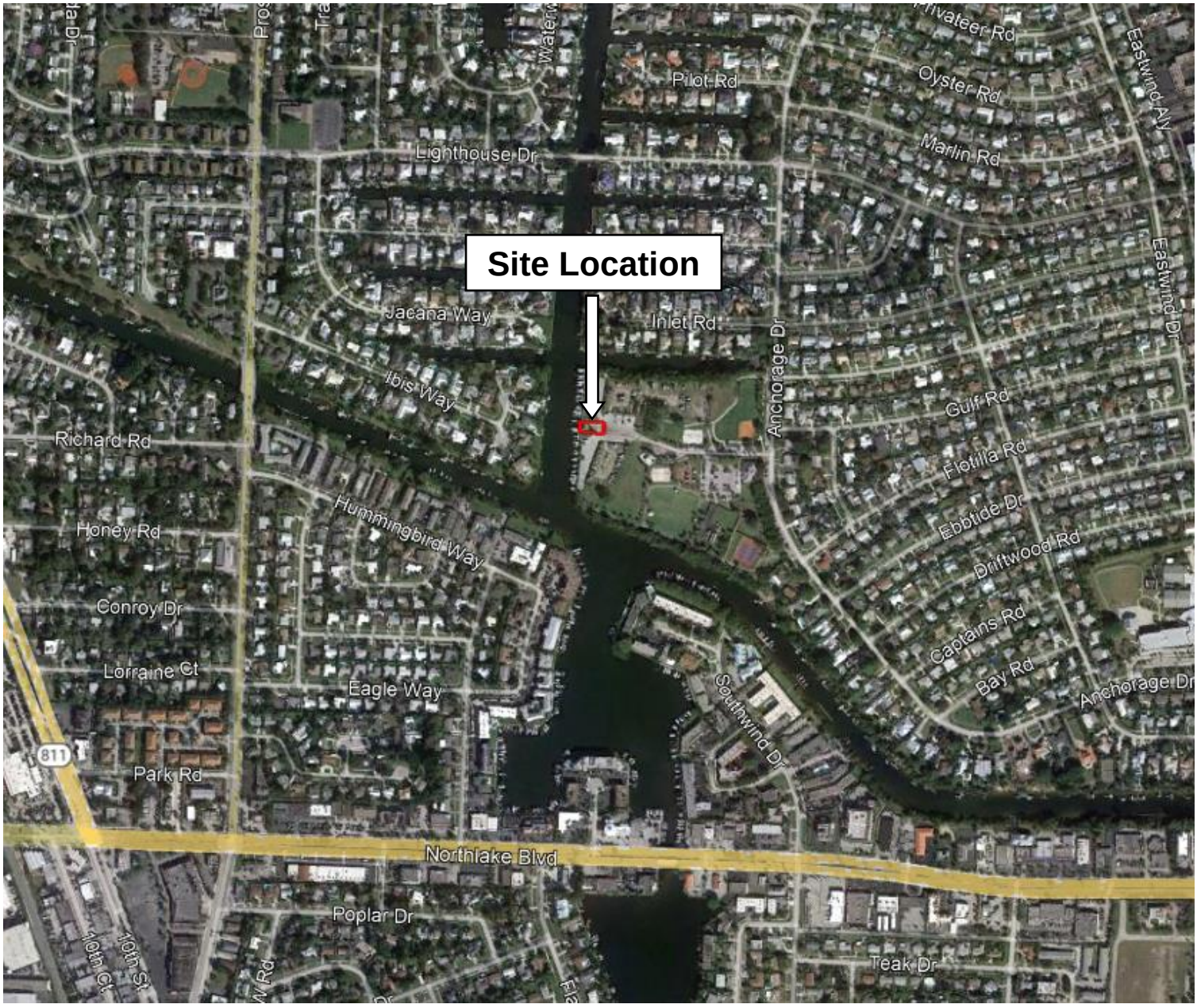
Any third-party reliance of UES's geotechnical report or parts thereof is strictly prohibited without the express written consent of UES. The applicable SPT methodology (ASTM D 1586) used in performing the borings, and for determining penetration resistance and soil relative density, is specific to the sampling tools utilized and does not reflect the ease or difficulty to advance other tools or materials.

Appendix A - Vicinity Map

Site Vicinity Map

Anchorage Park Boat Ramp
603 Anchorage Drive, North Palm Beach, Florida

Project No. 3330.2300317.0000	Drafted by: JR	Reviewed By: AA	Date: 1/8/2024

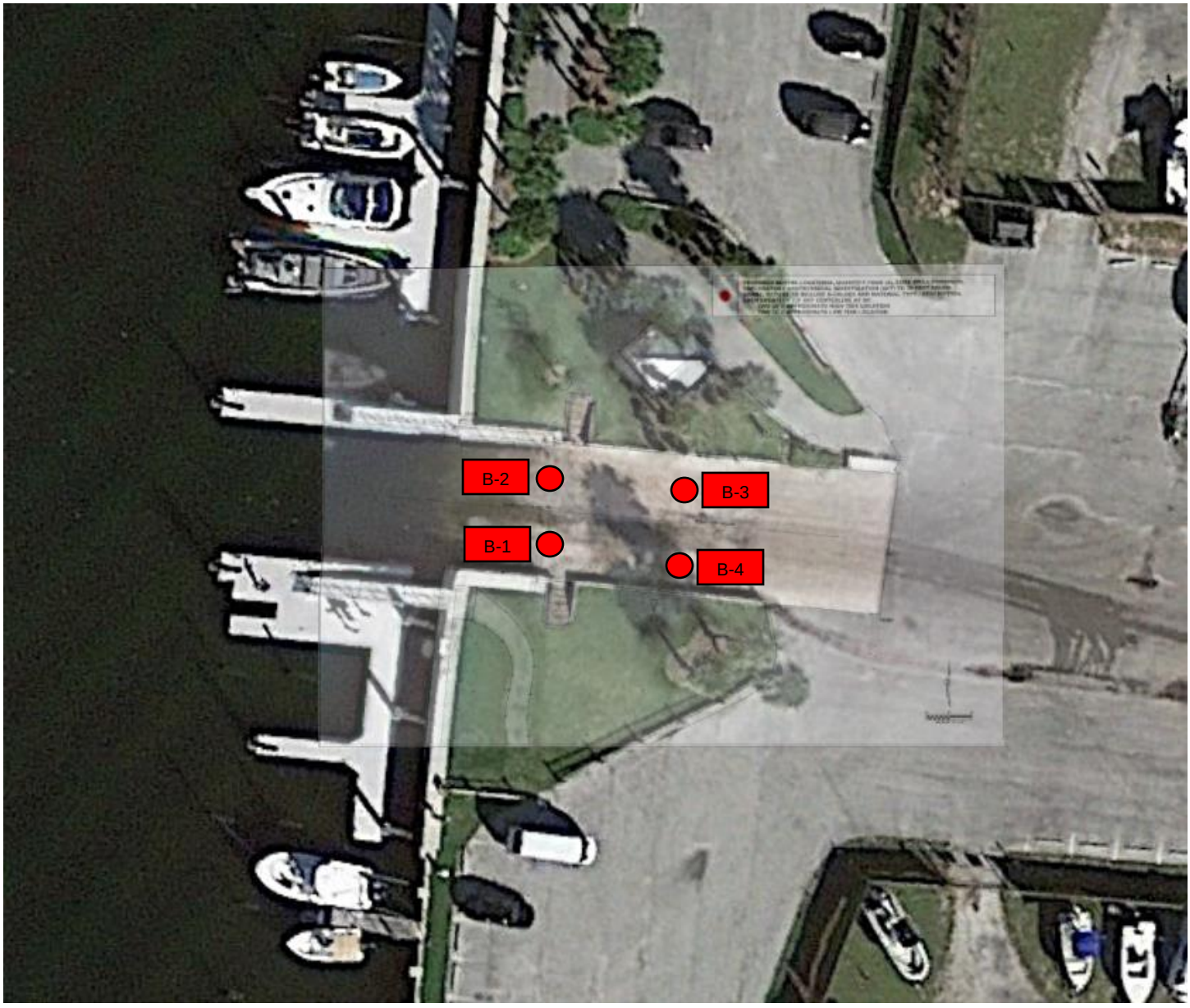


Appendix B - Test Location Plan

Test Location Plan

Anchorage Park Boat Ramp
603 Anchorage Drive, North Palm Beach, Florida

Project No. 3330.2300317.0000	Drafted by: JR	Reviewed By: AA	Date: 1/8/2024



Legend

- Approximate 20’ Standard Penetration Test Boring Locations

BORING LOCATIONS WERE LOCATED USING A MEASURING TAPE AND EXISTING LANDMARKS AS REFERENCE POINTS. IN ADDITION, THE LATITUDE, LONGITUDE, AND ELEVATION NOTED ON THE BORING LOGS WERE TAKEN FROM GOOGLE EARTH. THEREFORE, LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE

N

Appendix C - Notes Related to Borings

NOTES RELATED TO BORING RECORDS AND GENERALIZED SUBSURFACE PROFILES

1. Groundwater levels (if encountered) were recorded either during or following the boring completion on the date indicated. Fluctuations in groundwater levels are common - see the report text for a discussion.
2. The boring locations were identified in the field by estimated distances and offsets from existing reference marks and/or other site landmarks.
3. The completed boreholes were backfilled to adjacent site grade using drilling spoils and patched with asphalt cold mix in pavement areas.
4. The Log of Boring records represent our interpretation of soil conditions based on visual classification of the soil samples recovered from the borings.
5. The Log of Boring records are subject to the limitations, conclusions, and recommendations presented in the report text.
6. The Standard Penetration Test (SPT) N-values contained on the Log of Boring records refer to the total blow counts of a 140-pound drop hammer falling 30 inches required to drive a split-barrel sampler a total distance of 12 inches into soil strata at specific depth intervals.
7. The Hand Cone Penetrometer (HCP) values contained on Log of Boring records and the Cone Penetration Test (CPT) values contained on the Cone Penetration Sounding logs refer to the cone tip resistance recorded when pushing the cone tip into the soil strata at specific depth intervals.
8. The soil and/or rock strata interfaces shown on the Log of Boring records are approximate and may vary from those shown on the logs. The soil and/or rock descriptions shown on the Log of Boring records refer to conditions at the specific location tested. Soil/rock conditions may vary between test locations.
9. Relative density for coarse-grained soils (sands/gravels) and consistency for fine-grained soils (silts/clays) are described as follows:

Coarse Grained Soils (Sands and Gravels)				**Fine Grained Soils (Silts and Clays)**			
SPT N-Value	HCP Value (kg/cm^2)	CPT Value (tsf)	Relative Density	SPT N-Value	HCP Value (kg/cm^2)	CPT Value (tsf)	Consistency
0-4	0-16	0-20	Very Loose	0-2	0-20	0-3	Very Soft
5-10	17-36	21-40	Loose	3-4	21-35	4-6	Soft
11-30	37-116	41-120	Med. Dense	5-8	>35	7-12	Firm
31-50	117-196	121-200	Dense	9-15		13-25	Stiff
>50	> 196	>200	Very Dense	16-30		26-50	Very Stiff
				>30		>50	Hard

10. Grain size descriptions are as follows:

Description	**Particle Size Limits**
Boulder	Greater than 12 inches
Cobble	3 to 12 inches
Coarse Gravel	3/4 to 3 inches
Fine Gravel	No. 4 sieve to 3/4 inch
Coarse Sand	No. 10 to No. 4 sieve
Medium Sand	No. 40 to No. 10 sieve
Fine Sand	No. 200 to No. 40 sieve
Fines (Silt/Clay)	Smaller than No. 200 sieve

11. Definitions for modifiers used in soil/rock descriptions:

Proportion	**Modifier**	**Approximate Root Diameter**	**Modifier**
<5%	Trace	Less than 1/32"	Fine roots
5% to 12%	Little	1/32" to 1/4"	Small roots
12% to 30%	Some	1/4" to 1"	Medium roots
30% to 50%	And	Greater than 1"	Large roots

Organic Soils: Soils containing vegetative tissue in various stages of decomposition having a fibrous to amorphous texture. Usually having a dark brown to black color and an organic odor.
Organic Content Modifiers: <25%: Slightly to Highly Organic; 25% to 75%: Muck; >75%: Peat

Appendix D - Log of Boring Records

Universal Engineering Sciences
607 NW Commodity Cove
Port St. Lucie, Florida 34986
(772) 924-3575

LOG OF BORING B-1

CLIENT Village of North Palm Beach
PROJECT NAME Anchorage Park Boat Ramp
PROJECT NUMBER 3330.2300317.0000
PROJECT LOCATION 603 Anchorage Drive, NPB, Florida
DRILLING CONTRACTOR Universal Engineering Sciences
HOLE DEPTH 20 ft
HOLE DIAMETER 3 in
DRILLER MR/CS/MP
DATE STARTED 1/2/24
COMPLETED 1/2/24
DRILL RIG CME-45
GROUND WATER LEVEL: ▽ **AT TIME OF DRILLING** 2.00 ft
METHOD SPT
LATITUDE 26.81375
LONGITUDE -80.068335
NOTE:
HAMMER TYPE

DEPTH (ft)	SAMPLE TYPE SAMPLE NUMBER	% RECOVERY (RQD)	BLOW COUNTS	N VALUE	GRAPHIC LOG	MATERIAL DESCRIPTION	LIQUID PLASTIC LIMITS	MOISTURE CONTENT (%)	FINES CONTENT (%)	ORGANIC CONTENT (%)
						0.5 Concrete (6.75")				
						0.8 Gap (3")				
	1		4 3 3	7		Brown fine sand, trace rock fragments (SP)				
						2.0 ▽				
	2		6 35 17 6	52		Gray-brown fine sand, little concrete fragments, trace shell fragements (SP)				
5	3		3 4 4 4	8		5.0				
	4		4 4 5 5	9		Gray-brown fine sand (SP)				
	5		5 4 4 4	8						
10										
	6		4 5 5	10						
15										
	7		5 6 6	12		18.5 Light brown fine sand (SP)				
20						20.0				

Bottom of borehole at 20.0 feet.

SPT LOGS - GFA DATA TEMPLATE.GDT - 1/11/24 10:32 - V:\PROJECTS_UES PROJECT SETUP\2023 UES PROJECTS\3330.2300317.0000 - ANCHORAGE PARK BOAT RAMP - GEO\22-4392.01 - ANCHORAGE PARK BOAT RAMP - VILLAGE OF NORTH PALM BEACH - G

Universal Engineering Sciences
607 NW Commodity Cove
Port St. Lucie, Florida 34986
(772) 924-3575

LOG OF BORING B-2

CLIENT Village of North Palm Beach
PROJECT NAME Anchorage Park Boat Ramp
PROJECT NUMBER 3330.2300317.0000
PROJECT LOCATION 603 Anchorage Drive, NPB, Florida
DRILLING CONTRACTOR Universal Engineering Sciences
HOLE DEPTH 20 ft
HOLE DIAMETER 3 in
DRILLER MR/CS/MP
DATE STARTED 1/2/24
COMPLETED 1/2/24
DRILL RIG CME-45
GROUND WATER LEVEL: ▽ **AT TIME OF DRILLING** 2.10 ft
METHOD SPT
LATITUDE 26.813793
LONGITUDE -80.068331
NOTE:
HAMMER TYPE

DEPTH (ft)	SAMPLE TYPE SAMPLE NUMBER	% RECOVERY (RQD)	BLOW COUNTS	N VALUE	GRAPHIC LOG	MATERIAL DESCRIPTION	LIQUID PLASTIC LIMITS	MOISTURE CONTENT (%)	FINES CONTENT (%)	ORGANIC CONTENT (%)
						0.5 Concrete (6.5")				
	1		3 3 3	6		Brown fine sand, trace concrete fragments (SP)				
						2.0 ▽				
	2		3 3 4 4	7		Brown fine sand, trace rock fragments, little shell fragments (SP)				
						4.5				
5	3		4 4 5 5	9		Gray-brown fine sand (SP)				
	4		4 5 4 4	9						
	5		4 4 4 5	8						
10										
						13.5				
	6		5 5 5	10		Brown fine sand (SP)				
15										
						18.5				
	7		5 5 6	11		Light brown fine sand (SP)				
20						20.0				

Bottom of borehole at 20.0 feet.

SPT LOGS - GFA DATA TEMPLATE.GDT - 1/11/24 10:33 - V:\PROJECTS_UES PROJECT SETUP\2023 UES PROJECTS\3330.2300317.0000 - ANCHORAGE PARK BOAT RAMP - GEO\22-4392.01 - ANCHORAGE PARK BOAT RAMP - VILLAGE OF NORTH PALM BEACH - G

Universal Engineering Sciences
607 NW Commodity Cove
Port St. Lucie, Florida 34986
(772) 924-3575

LOG OF BORING B-3

CLIENT Village of North Palm Beach
PROJECT NAME Anchorage Park Boat Ramp
PROJECT NUMBER 3330.2300317.0000
PROJECT LOCATION 603 Anchorage Drive, NPB, Florida
DRILLING CONTRACTOR Universal Engineering Sciences
HOLE DEPTH 20 ft
HOLE DIAMETER 3 in
DRILLER MR/CS/MP
DATE STARTED 1/2/24
COMPLETED 1/2/24
DRILL RIG CME-45
GROUND WATER LEVEL: ▽ **AT TIME OF DRILLING** 2.50 ft
METHOD SPT
LATITUDE 26.813785
LONGITUDE -80.068238
NOTE:
HAMMER TYPE

DEPTH (ft)	SAMPLE TYPE SAMPLE NUMBER	% RECOVERY (RQD)	BLOW COUNTS	N VALUE	GRAPHIC LOG	MATERIAL DESCRIPTION	LIQUID PLASTIC LIMITS	MOISTURE CONTENT (%)	FINES CONTENT (%)	ORGANIC CONTENT (%)
						0.6 Concrete (7")				
	1		33 25 18	58		Brown fine sand, trace concrete fragments (SP)				
	2		6 4 4 4	8		2.0 ▽ Brown fine sand, trace shell fragments (SP)				
	3		3 4 5 4	9		4.5				
5	4		4 4 4 4	8		Gray-brown fine sand (SP)				
	5		4 3 3 4	6						
10										
	6		5 5 5	10						
15										
	7		5 5 6	11		18.5 Brown fine sand (SP)				
20						20.0 Bottom of borehole at 20.0 feet.				

SPT LOGS - GFA DATA TEMPLATE.GDT - 1/11/24 10:33 - V:\PROJECTS_UES PROJECT SETUP\2023 UES PROJECTS\3330.2300317.0000 - ANCHORAGE PARK BOAT RAMP - GEO\22-4392.01 - ANCHORAGE PARK BOAT RAMP - VILLAGE OF NORTH PALM BEACH - G

Universal Engineering Sciences
607 NW Commodity Cove
Port St. Lucie, Florida 34986
(772) 924-3575

LOG OF BORING B-4

CLIENT Village of North Palm Beach
PROJECT NAME Anchorage Park Boat Ramp
PROJECT NUMBER 3330.2300317.0000
PROJECT LOCATION 603 Anchorage Drive, NPB, Florida
DRILLING CONTRACTOR Universal Engineering Sciences
HOLE DEPTH 20 ft
HOLE DIAMETER 3 in
DRILLER MR/CS/MP
DATE STARTED 1/2/24
COMPLETED 1/2/24
DRILL RIG CME-45
GROUND WATER LEVEL: ▽ **AT TIME OF DRILLING** 2.60 ft
METHOD SPT
LATITUDE 26.813743
LONGITUDE -80.068242
NOTE:
HAMMER TYPE

DEPTH (ft)	SAMPLE TYPE SAMPLE NUMBER	% RECOVERY (RQD)	BLOW COUNTS	N VALUE	GRAPHIC LOG	MATERIAL DESCRIPTION	LIQUID PLASTIC LIMITS	MOISTURE CONTENT (%)	FINES CONTENT (%)	ORGANIC CONTENT (%)
						0.4 Concrete (5.4")				
	1		23 21 14	44		Brown fine sand, some concrete fragments (SP)				
						2.0				
	2		6 5 4 5	9		▽ Brown fine sand, trace shell fragments (SP)				
5	3		3 5 5 4	10		5.0 Gray-brown fine sand (SP)				
	4		4 4 3 3	7						
	5		4 4 5 5	9						
10										
	6		4 5 6	11						
15										
	7		5 6 6	12		18.5 Light brown fine sand (SP)				
20						20.0 Bottom of borehole at 20.0 feet.				

SPT LOGS - GFA DATA TEMPLATE.GDT - 1/11/24 10:33 - V:\PROJECTS_UES PROJECT SETUP\2023 UES PROJECTS\3330.2300317.0000 - ANCHORAGE PARK BOAT RAMP - GEO\22-4392.01 - ANCHORAGE PARK BOAT RAMP - VILLAGE OF NORTH PALM BEACH - G

Appendix E - Discussion of Soil Groups

DISCUSSION OF SOIL GROUPS

COARSE GRAINED SOILS

General. A soil is classified as coarse-grained if more than 50 percent of a representative sample of the material is retained on the No. 200 sieve.

GW and SW Groups. These groups comprise well-graded gravelly and sandy soils containing little or no plastic fines (less than 5 percent passing the No. 200 sieve). The low fines content does not noticeably change the shear strength characteristics of these soils and does not interfere with their free-draining characteristics.

GP and SP Groups. Poorly graded gravels and sands containing little or no plastic fines (less than 5 percent passing the No. 200 sieve) are in the GP and SP groups. The materials can be called uniform gravels, uniform sands, or non-uniform mixtures of very coarse materials and very fine sand, with intermediate sizes lacking (sometimes called skip-graded, gap-graded, or step-graded). This last group often results from borrow pit excavation in which gravel and sand layers are mixed.

GM and SM Groups. In general, the GM and SM groups comprise gravels or sands with fines (more than 12 percent passing the No. 200 sieve) having little or no plasticity. The plasticity index and liquid limit of soils in these groups plot below the “A” line on the plasticity chart. The gradation of the material is not considered significant and both well and poorly graded materials are included.

GC and SC Groups. In general, the GC and SC groups comprise gravelly or sandy soils containing fines (more than 12 percent passing the No, 200 sieve) having plasticity characteristics. The plasticity index and liquid limit of soils in these groups plot above the “A” line on the plasticity chart.

FINE GRAINED SOILS

General. A soil is classified as fine-grained if more than 50 percent of a representative sample of the material passes the No. 200 sieve.

ML and MH Groups. These groups comprise inorganic silts (ML) and elastic silts (MH) having either low (L) or high (H) liquid limits, respectively. ML soils have a liquid limit of less than 50 while MH soils have a liquid limit of 50 and greater. Silts and elastic silts can also contain varying amounts of sand and gravel. Also included in this group are loess sediments and rock flours.

CL and CH Groups. These groups comprise low plasticity (lean) clays (CL) and medium to high plasticity (fat) clays (CH) having either low (L) or high (H) liquid limits, respectively. CL soils have a liquid limit of less than 50 while CH soils have a liquid limit of 50 and greater. The low plasticity clays can also be sandy clays or silty clays. The moderate to high plasticity clays can also be sandy clays and include some volcanic clays.

OL and OH Groups. These groups comprise organic silts and clays. The soils are characterized by the presence of organic odor and/or dark color. The OL and OH soils are differentiated by determining and comparing their liquid limit values before and after oven drying representative soil samples.

HIGHLY ORGANIC SOILS

The highly organic soils are usually very soft and compressible and have undesirable construction characteristics. Particles of leaves, grasses, branches, or other fibrous vegetative matter are common components of these soils. They are not subdivided and are classified into one group with the symbol PT. Peat humus and swamp soils with a highly organic texture are typical soils of the group.

Village of North Palm Beach Bid Summary Sheet

Proposal for:RFP- Anchorage Park Boat Ramp Replacement: Bid Opening	Date: September 5, 2024	No. of Proposals Received: 3

VENDORS

Greenview Construction LLC 561-727-5013 715 Commerce Way W Ste. 14 Jupiter, Fl, 33458	Cone & Graham Heavy Construction 2172 NW Reserve Pk. Trace Port St. Lucie, Fla. 34986 561-727-3939	Ferreira Construction Co. Inc. 1300 SE Flora Ave. Hobe Sound, Fl. 33455		
$295,102.00	$619,889.25	$446,947.70		

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)
Margaret Bates	Eric Willenberg, Ferreira Construction Randy Cropp, Cone & Graham

MEETING SIGN-IN SHEET

Project:	Boat Ramp Reconstruction	**Meeting Date:**	August 15, 2024
Facilitator:	Zak Sherman	**Place/Room:**	Anchorage park

Name	Title	Company	Phone	E-Mail
Zakariya M. Sherman	Director of leisure services	Village of north palm beach	561-841-3384	zsherman@village-npb.org
GEORGE MILLER	PROJECT MANGER	TEXAS AQUATIC HARV.	954-708-3479	GEORGEMILLER161@GMAIL.COM
Jay Yi	Sr Estimator	Interstate construction	754-208 2525	estimating@Interstate13.com
DOUG HALL	ESTIMATOR	FERREIRA CO.	678-796 3574	DHALL@FerreiraConstruction.com
Cody Senn	SR. Project Manager	Midcoast Marine	352-431-9059	JFulford@Midcoastllc.com CSenn@MidcoastLLC.com
Andrew Keenan	Estimator	BDI Marine + Site.	561-532-7205	Andrew@BDImarineandsite.com
JAY ZUPPARDO	PROJ	NATIONAL GC COAST.	951 288 5555	ZZ@NATIONALGC.NET ~~ZZ@NATIONALCOAST~~
Chris Tyson	OWNER	Greenview Construction	561-727-5813	Chris.tyson30@gmail.com
RANDY CROPP	ESTIMATOR	CONE + GRAHAM	561-310-7711	RCROPP@CONEGRAHAM.COM
COLLINS MCKAY	~~SUPT~~ ENGINEER	SEADIV	—	—

FERREIRA



Anchorage Park Boat Ramp Replacement Bid

2024

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Table of Contents

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- Company Profile
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- In-House Staff Resources
- Equipment Capacity and Availability
- Project Approach
- Price Proposal – EXHIBIT "C"
- Schedule
- Bonding and Financial Capacity
- EXHIBIT "B" - Proposal's Acknowledgement
- EXHIBIT "D" – Public Entity Crimes Statement
- EXHIBIT "E" – Scrutinized Vendor Certification
- EXHIBIT "F" – Confirmation of Drug-Free Workplace

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

GC License #CGC1509418

An Equal Opportunity Employer

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Cover Letter of Transmittal

September 5, 2024

To: The Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408

From: Ferreira Construction Co., Inc.
13000 SE Flora Avenue
Hobe Sound, Florida 33455

Re: Anchorage Park Boat Ramp Replacement

Ferreira Construction Co., Inc. has reviewed the requirements and terms contained in The Village of North Palm Beach, Request for proposal for the Anchorage Park Boat Ramp Replacement. Ferreira Construction with certainty has the capability to timely perform a contract of this magnitude and complexity and certifies that it will fully comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida, and the United States. Ferreira Construction holds a State of Florida General Contractors License, and prequalification certificates from Florida Department of Transportation and Florida Department of Environmental Protection. We have been actively engaged in the Marine Construction industry in Florida since 2007.

Ferreira Construction is fully insured and will provide the required insurance as stated herein if selected by the Village Council. This proposal contains the requested information that will assist in determining the experience of our Marine Construction Division and the company in general as you make your selection. Should any additional information be necessary to assist you in the process, please do not hesitate to contact me directly at (772) 286-5123 or jciabattari@ferreiraconstruction.com.

Sincerely,

John Ciabattari, Vice President
Ferreira Construction Co., Inc.

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Company Profile

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
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WHO WE ARE

Since 2004, Ferreira Construction has been serving the Florida Treasure Coast with all its construction needs. During the past 17 years, Ferreira has been a trusted builder in the marine construction industry, specializing in docks, boat ramps, seawalls, mechanical dredging, and diving. Ferreira is committed to providing our clients with the highest quality of work with safety and the environment at the forefront of every project.

Ferreira promotes a culture of safety focused on actively caring for our employees and standing by our belief that every employee is responsible for safety. We strive to create an environment where every individual is empowered to make safe choices for themselves, their team, and the community we serve. We emphasize an integrated approach which is embodied in our safety slogan **"Think Safety, Think Family".**

Ferreira's commitment to safety extends from the CEO to every employee on the job, and our success is due to our recognized program. We strive to promote meaningful engagement throughout all levels of the company to continually improve our safety program. The greatest benefit is ensuring that all our employees complete their work objectives incident free.





State of Florida
Department of State

I certify from the records of this office that FERREIRA CONSTRUCTION CO. INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on April 9, 2004.

The document number of this corporation is F04000001981.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 8, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of February, 2024

Secretary of State

Tracking Number: 3720167590CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GARCIA, DICTINIO

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO INC
13000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: CGC1509418

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 23, 2024

FERREIRA CONSTRUCTION CO., INC.
31 TANNERY ROAD
BRANCHBURG, NEW JERSEY 08876

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
COMPUTERIZED TRAFFIC CONTROL, DRAINAGE, ELECTRICAL WORK, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES, INTELLIGENT TRANSPORTATION SYSTEMS, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, Concrete rehab(spall repairs), Curb & Gutter, Dredging, Driving steel sheet pile, Epoxy injection, Fender System, Joint & crack sealing, Pile driving, Pile jackets, Pipeline & cable installation, Retaining wall, Rip rap, Seawall.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Qualifications

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

GC License #CGC1509418

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FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Qualifications – Previous Experience

Harvey E. Oyer Jr. Park Marina Boat Ramp Improvements -City of Boynton Beach

This project included reworking the existing four (4) boat ramps to improve the functionality of the ramp slope. Replaced the existing three (3) floating docks located in the marina area. Reworked and repaired the driveway surface areas located at the existing turn-around and the paved areas directly adjacent to the boat ramps, replaced curbing and walkway, removed existing landscaped area, and relocated coral to accommodate the new boat ramps.

Contract Value: $ 1,302,691.00

Completion: November 2022

Contact: Mr. Kevin Ramsey, Project Manager

(561) 742-6986

rameyk@bbfl.us

Prime Contractor: Ferreira Construction Co., Inc.

Mr. Michael Ciabattari, Project Manager

Phipps Park Boat Ramp & Dock Renovation - Martin County BOCC

This project included the demolition and removal of existing dock and boat ramp, installation of new vinyl panels, and rip-rap. Installed the replacement boat ramp and replacement dock, fender system, dock access, repaving of parking area.

Boat launch dock 120 LF. Concrete boat ramp 1,852 SF.

Contract Value: $ 335,690.00

Completion: July 2018

Contact: Mr. Todd Foust

2401 SE Monterey Road, Stuart, FL 34996

(772) 221- 1328

tfoust@martin.fl.us

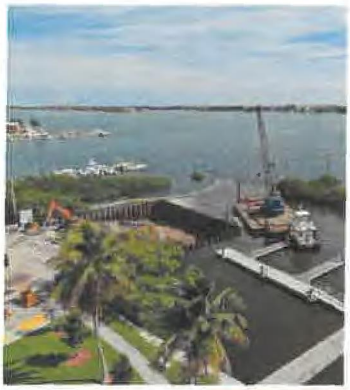
Prime Contractor: Ferreira Construction Co., Inc.

Mr. Jim Weeks, Project General Superintendent

FERREIRA

PROJECT HIGHLIGHTS









HARVEY E. OYER PARK BOAT RAMP

Starting in early September 2022, Harvey E. Oyer Jr. Park, a popular location for boaters to launch their vessels, closed to the public for two months for repairs.

Ferreira Southern was the prime contractor and was responsible for repairing four existing boat ramps, replacing three floating docks, resurfacing portions of the existing driveway and adjacent boat ramps, and relocating coral.

The much-needed improvements to the boat ramps enhanced boaters' access to the park and its amenities.

FAST FACTS

LOCATION:

Boynton Beach, Florida

OWNER:

City of Boynton Beach

PROJECT VALUE:

$1,302,691

YEAR COMPLETED:

2022

Phipps Park Boat Ramp Dock Renovation

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS (MCBCC)

Stuart, Florida

FERREIRA



OWNER:
MCBCC

PROJECT VALUE:
$335,690

COMPLETION DATE:
April 2019

Martin County Board of County Commissioners worked closely with the Martin County Parks and Recreation Department to update the docks that were currenlty at Phipps Park. Ferreira was responisble for the removal of the old boat ramp and the construction of a new boat ramp with new docks to access the ramp. Major work items include:

- Rework the existing four (4) boat ramps as required to improve their fuctionality from the standpoint of surface material and possibly ramp slope.
- Replace the existing three (3) floating docks locatd in the marina area.
- Rework and repair the driveway surfaves in the immediate areas located at the turn-around and the paved areas directly adjacent to the boat ramps.
- Remove existing landscape island.
- Relocate coral to accommodate new boat ramps.

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Fullerton Island Public Use Facility - Palm Beach County BOCC

Construction of six (6) slip floating day docks with 45' aluminum gangway Constructed new shade shelter area, a hardened pathway, picnic area, kiosk, concrete screening, landscaping, and signage.
Contract Value: $ 327,030.50
Completion: June 2015
Contact: Ms. Carolyn P. Beisner
2300 North Jog Road, West Palm Beach, FL 33411
(561) 233-2435
cbeisner@pbcgov.org
Prime Contractor: Ferreira Construction Co., Inc.
Mr. Jim Weeks, Project General Superintendent

Robiner Park Pathway and Kayak Launch – Village of Royal Palm Beach

Converted 3,500 square yards of asphalt pathways and parking area to concrete. Construction of an ADA accessible kayak launch pavilion.
Contract Value: $ 746,112.00
Completion: August 2022
Contact: Mr. Chris March, Project Engineer
(561) 790-5161
cmarsh@royalpalmbeach.com
Prime Contractor: Ferreira Construction Co., Inc.
Mr. Eric Willenberg, Project Manager

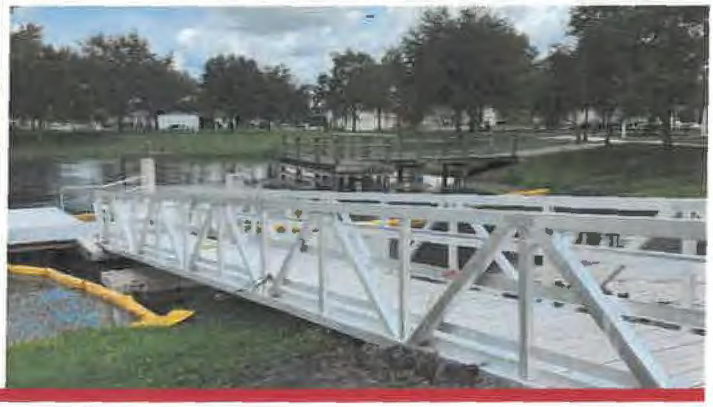
FERREIRA

PROJECT HIGHLIGHTS









Todd Robiner Park Pathway & Launch

Palm Beach County has been in the process of making much-needed renovations to its parks throughout the county. Todd Robiner Park was one of the more recent parks to receive necessary renovations. As part of the renovations, a new all-accessible (ADA) kayak launch and ADA-compliant overhead bars and sidewalks have been enlarged. Ferreira Southern was the prime contractor and was responsible for:

- Converting 3,500 square yards of asphalt pathways and parking into concrete
- Construction of the ADA-accessible kayak launch
- Installation of 166 SF of detectable warning on new walking surface.
- Installation of 990 LF of new chain link fence for both dog parks.
- Installation of 2,9600 LF of 19.5" chemical root barrier.

FAST FACTS

LOCATION:

Royal Palm Beach, Florida

OWNER:

Village of Royal Palm Beach

PROJECT VALUE:

$746,112

YEAR COMPLETED:

2022

PIONEER
Engineers, Inc.

September 3, 2024

Michael Ciabattari
Ferreira Contractors, Inc.
13000 SE Flora Avenue,
Hobe Sound, FL 33455

RE: MONTHLY CONTACTOR'S PAST PERFORMANCE RATING (CPPR)

Financial Project ID:	440015-1-52-01
Federal Aid Project Number:	D423054B
Contract Number:	T4662
County:	Palm Beach
Description:	North Shore Pedestrian Bridge.

Dear Mr. Ciabattari
The Daily Reports of Construction documenting the Contractor's Past Performance have been evaluated for the period beginning on August 26, 2024, through August 31, 2024. Your current grade is 98 out of 110 based on your performance. Please find attached report that summarizes the cumulative rating to date.

Your company has ten (10) days from receipt of this notice to appeal the above Performance Status Report. Any such appeal must be accompanied by all available specific facts that support your position. Failure to make an appeal or to provide the specific facts supporting your position within ten (10) days from receipt of this notice shall constitute a waiver of any rights to appeal the Department's decision at a later date.

Sincerely,

Hernando Garces

Digitally signed by Hernando Garces
Date: 2024.09.03 13:51:07 -04'00'

Hernando Garces, PE
Project Engineer

Attachments: Contractor's Past Performance Rating Report for August 2024.

cc: Michael Miller, FDOT Project Manager
File

Azimuth 360 Consulting Group, Inc
10833 NW 83 Street, Suite 8
Doral, Florida, 33178
Phone: 305-381-1117 / 786-554-3050

AZIMUTH 360
CONSULTING GROUP
Engineering & GIS Consulting Services

August 5th, 2024

Mr. Michael Ciabattari
Ferreira Construction Co, Inc.
13000 SE Flora Ave,
Hobe Sound, FL 33455

SUBJECT: MONTHLY CPPR REPORT – July 2024

Job Description: Savannas Preserve State Park from Walton Road to Kitterman Road
Financial Project Number: 439999-2-52-01
Federal Aid Project Number: N/A
Contract Number: E4U88
County: St. Lucie

The daily reports of construction documenting the Contractor's Past Performance have been evaluated for the period beginning July 1st through July 31st, 2024. The attached Contractor Past Performance Report summarizes the cumulative rating to date.

If you disagree with the score shown in Categories 1, 4, or 8, you may appeal the decision within ten (10) calendar days from receipt of this notice. The appeal shall be in writing to the Resident Engineer requesting a meeting with the District Construction Engineer.

Any such appeal must be accompanied by all available specific facts that support your position.

If you fail to make an appeal or to provide specific facts supporting your position within ten (10) days from receipt of this notice, the grade shall become final. If you fail to attend a requested appeal meeting, the grade shall become final.

Sincerely,

Hemberth Salazar

Hemberth Salazar, P.E.
CEI Project Administrator
Azimuth 360 Consulting Group, Inc.

Azimuth 360 Consulting Group, Inc
10833 NW 83 Street, Suite 8
Doral, Florida, 33178
Phone: 305-381-1117 / 786-554-3050

AZIMUTH 360
CONSULTING GROUP
Engineering & GIS Consulting Services

August 5th, 2024

Mr. Michael Ciabattari
Ferreira Construction Co, Inc.
13000 SE Flora Ave,
Hobe Sound, FL 33455

SUBJECT: MONTHLY CPPR REPORT – July 2024

Job Description: Savannas Preserve State Park from Walton Road to Kitterman Road
Financial Project Number: 439999-2-52-01
Federal Aid Project Number: N/A
Contract Number: E4U88
County: St. Lucie

The daily reports of construction documenting the Contractor's Past Performance have been evaluated for the period beginning July 1st through July 31st, 2024. The attached Contractor Past Performance Report summarizes the cumulative rating to date.

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If you fail to make an appeal or to provide specific facts supporting your position within ten (10) days from receipt of this notice, the grade shall become final. If you fail to attend a requested appeal meeting, the grade shall become final.

Sincerely,

Hemberth Salazar

Hemberth Salazar, P.E.
CEI Project Administrator
Azimuth 360 Consulting Group, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT 04
CONTRACTOR'S PAST PERFORMANCE RATING

Date of the Report:	09-03-2024 Revised: 09-03-2024	**Original Contract Days:**	182
FIN ID:	440015-1-52-01	**Days Granted:**	0
Contractor Number:	T4662	**Weather Days:**	0
Contractor:	FERREIRA CONSTRUCTION CO., INC.	**Allowable Contract Days:**	182
Job Description:	NORTH SHORE PEDESTRIAN BRIDGEnull	**Days Used as of Today:**	0
Project Administrator:	Garces,Hernando	**Deficiency Ltr. Factor (DLF):**	1

Contractor Performance Rating (Max of 110):	98	**Interim**	Yes	**Final**	

CATEGORY 1 - Pursuit of the Work	**Score (Max of 12):**	12
	Pursuit of Work:	100.00%

From	To	Work Days	Pursued Days	Remarks
08-26-2024	08-31-2024	4	4	0 weather days and 2 holidays

CATEGORY 2 - Proper MOT & Minimize Impacts to Traveling Public	**Score (Max of 12):**	12
	Pro-rated Deficiency Letters:	0

Date of Notification	Notification Type	By Whom / To Whom / Reason
No Data to Display		

CATEGORY 3 - Timely and Complete Submittal of Documents	**Score (Max of 8):**	8
	Pro-rated Deficiency Letters:	0

Date of Notification	Notification Type	By Whom / To Whom / Reason
No Data to Display		

CATEGORY 4 - Timely Completion of Project	**Score (Max of 14):**	14

CATEGORY 5 - Coordination/Cooperation with Construction Engineering Inspection Personnel, Property Owners, and Utility Companies	Score (Max of 10):	10
	Pro-rated Deficiency Letters:	0

Date of Notification	Notification Type	By Whom / To Whom / Reason
No Data to Display		

CATEGORY 6 - Mitigate Cost and Time Overruns	Score (Max of 12):	12
	Pro-rated Deficiency Letters:	0

Date of Notification	Notification Type	By Whom / To Whom / Reason
No Data to Display		

CATEGORY 7 - Environmental Compliance	Score (Max of 10):	10
	Pro-rated Deficiency Letters:	0

Date of Notification	Notification Type	By Whom / To Whom / Reason
No Data to Display		

CATEGORY 8 - Conformance with Contract Documents	Score (Max of 20):	20
	Quality of Work:	100.00%

From	To	Allowable Days	Quality Days	Remarks
08-26-2024	08-31-2024	6	6	-

CATEGORY 9 - DBE Utilization	Score (Max of 4):	0

Question	Answer
Contractor achieved or exceeded the DBE availability percentage shown in the bid proposal?	NO
If no DBE availability shown in the bid proposal, did the Contractor achieve 8% or more DBE utilization?	NO

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Anchorage Park Boat Ramp Replacement

In-House Staff

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
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JOHN CIABATTARI
VICE PRESIDENT

Professional Summary

Mr. Ciabattari is Vice President for Ferreira Construction. He brings more than 20 years of marine construction experience to his role. This experience makes Mr. Ciabattari an industry leader more than an industry superintendent. Therefore, his role in maritime projects is pivotal. Moreover, his knowledge foresight allows him to oversee projects under significant time, environmental, and budgetary constraints. His vast knowledge is an invaluable asset to the Ferreira organization.

Professional Experience

Ferreira Construction Company – Southern Division (2011 – Present)
Vice President

Northgate Construction Company (2004 – 2011)
Owner
Managed concrete and excavation company, including advertising, working with clients, preparing estimates, project supervision, permitting with various agencies, customer service, equipment and manpower management, accounts receivable and payable, payroll and daily operations. Heavy equipment operation when required and running the daily field operations. Projects included site work, concrete foundations, and utility installation for commercial projects.

Pile Foundation Construction (1988 – 2004)
Project Manager/Field Superintendent
Managed the day-to-day field operations for a marine construction company. Work included estimating, negotiating change orders, meeting with various city agencies, coordinating subcontractors, ordering materials, supervising manpower and equipment. His daily responsibilities included moving barges, installing temporary work platforms, driving piles, installing sheeting, constructing new bullheads, constructing new piers, underpinning existing foundations, installing caissons with rock sockets, dredging, installing pile wraps, new fender systems and all related concrete work associated with his projects.

Joki Fishing Corp. (1984 – 1988)
Captain
Maintenance, fueling, docking and supervision of crew for a 90-foot sightseeing/fishing boat. Coordinated subcontractors, staff, advertising, accounts receivable and payable, payroll and daily operations.

Professional Licenses

CDL, A license – 100-ton Masters License

FERREIRA

JIM WEEKS
GENERAL SUPERINTENDENT

Professional Summary

Mr. Weeks has over 25 years of experience in the Construction Industry. Mr. Weeks has extensive experience supervising residential, commercial and municipality projects which include, concrete installation, concrete restoration, concrete piles, timber piles, timber docks, rip rap, installation of steel sheet pile, vinyl sheet pile, fiberglass sheet pile, concrete seawall caps, storm mitigation (Articulated Concrete Block mats), bridge approach slabs, prefabricated aluminum, and steel pedestrian bridges. Mr. Weeks is experienced in operating a wide variety of heavy equipment including excavators, skid steers, loaders, crew boats, push boats with barges, tractor trailers, dump trucks and roll off trucks. Jim's attention to detail is demonstrated in his ordering materials, setting up subcontractors in addition to scheduling cranes, concrete pours, equipment moves and material deliveries.

As demonstrated through his project history, Jim's detail-oriented planning and coordination shows through his outstanding time management and work completion rate. He also recognizes that a project requires complete attention and maintains focus even as they reach their final stages. This unique work ethic is paralleled by his efficient budgeting and cost management capabilities.

As General Superintendent, he directs, supervises, and coordinates all manpower on a given Ferreira project. He also conducts cost monitoring and manages project subcontractors. More importantly, Jim ensures that all sitework reflects Ferreira's commitment to the highest standards of quality and safety.

Professional Experience

Ferreira Construction Co., Inc. (2011-Present): As General Superintendent Mr. Weeks oversees all phases of daily construction. Supervising the development, compliance, ensuring safety, delegating tasks as well as determining requirements for equipment and resources.

Palm Beach Marine Construction, Inc. (2009-2011): Worked as a foreman supervising residential and commercial jobs including steel sheet pile with concrete cap, aluminum sheets pile with aluminum cap, vinyl sheet pile with concrete batter pile and concrete cap, concrete and wood piles, docks, concrete panel seawalls, floating docks, and concrete restoration. Operated equipment such as front-end loader, skid steer, track hoe, tugboat with barges and friction crane. Also ordered materials and set up subcontractors.

Jim-Beams Inc., (2006-2009): Owner , performing commercial concrete work and seawall caps. (1995-2005): Various positions in the concrete forming industry leading up to starting his own business.

Training/Certifications

FERREIRA

OSHA 10
Class 'A' Commercial Driver's License
FDEP Certified Storm Water Inspector
FDOT Certified Temporary Traffic Control (Advanced)
CADWELD Certified
Certified Crane Signaler and Rigger
CPR/AED Certified
AGC Fall Protection Training

FERREIRA

MICHAEL CIABATTARI
PROJECT MANAGER

Professional Summary

Michael has over 15 years of experience in the Heavy Civil and Marine Construction Industry including the past 8 years as a Ferreira Construction Co., Inc.(Ferreira) project manager. Michael has experience as a project manager on various heavy civil, utility, and marine construction projects. Michael's hand on management allows him to react expeditiously to unforeseen challenges that can impact his projects, from atypical weather, challenging environmental health and safety conditions, labor challenges, and complex project sequencing and scheduling while assuring the project remains within budget and on time. More importantly, Michael makes certain that all project sites reflect Ferreira's commitment to the highest standards of quality and safety.

- Project bid cost estimating, scope of work comprehension and specification-plan review and understanding.
- Labor-equipment-material determination, ordering, and management.
- Subcontractor and vendor assignment, coordination, and management.
- Logic-sequence scheduling.
- Safety guidance, oversight, and management.
- Project preparation including mobilization logistics and planning.
- Labor-material-equipment selection.
- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory-safety compliance.
- Project demobilization and closeout.

Professional Experience

Ferreira Construction Company Inc. (2015-Present).
As Project Manager Mr. Ciabattari manages all phases of Civil, Marine, Utility and Underground Construction. Michael has exceptional leadership, communication, and interpersonal skills. He is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time and on budget.

Harbor Ridge Golf and Country Club (2010-2015)
As operations manager Mr. Ciabattari over saw all of the day-to-day Golf Club experience ensuring exceptional customer service at the Golf arena and related facilities including overseeing the supervision of the maintenance of golf carts and golf operations personnel.

Northgate Construction (2006-2010)
As a Foreman Mr. Ciabattari over saw all aspects of site work construction and coordination of earth and concrete work. Michael was permitting liaison ensuring environmental and structural compliance with local, state, and federal agencies.

Education

Bachelor of Science in Business Administration

Training/Certification

OSHA 10-hour Construction Safety
FDEP Certified Storm Water Inspector
Certified Confined Space Competent Person
MOT Training

FERREIRA

Nate Westall
PROJECT MANAGER

Professional Summary

Mr. Westall has over 20 years of experience as a project manager on various heavy civil and marine construction projects including 4 years on projects with the US Navy and Coast Guard. Nate specializes in on-site, hands-on management. He works closely with Ferreira's on-site superintendents, foreman and subcontractors.

Nate's management skills allow him to react expeditiously to unforeseen challenges that can impact a project. He is able to mitigate issues quickly and efficiently due to his experience working on complex projects with unique challenges such as, atypical weather, challenging environmental health and safety conditions, labor challenges, and complex project sequencing and scheduling.

Nate's ability to communicate effectively and his extensive experience assures that each project reflects Ferreira's commitment to safety, remains within budget and is completed on time. Highlighted below are just some of the many skills Nate possesses to ensure the highest standards of quality on each project:

- Project bid cost estimating, scope of work comprehension and specification-plan review and understanding.
- Labor-equipment-material determination, ordering, and management.
- Subcontractor and vendor assignment, coordination, and management.
- Logic-sequence scheduling.
- Safety guidance, oversight, and management.
- Project preparation including mobilization logistics and planning.
- Labor-material-equipment selection.
- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory-safety compliance; and
- Project demobilization and closeout.

Professional Experience

Ferreira Construction Southern Division Company Inc. (2019-Present).
As Project Manager Mr. Westall manages all phases of Civil, marine, Utility and Underground Construction. Nate has exceptional leadership, communication, and interpersonal skills. He is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time and on budget.

Cambridge Marine Construction Inc. (2015- 2019)
As Project Manager, Quality Control and Safety & Health Officer Mr. Westall oversaw multiple crews at a time. Placing the highest importance on maintaining compliance with applicable government standards, quality control, budget, safety, and timeline requirements

Westall Construction Services (1998-2015)
As the president and chief operator Mr. Westall was responsible for all the company's operations including bidding projects, operating equipment, and project management.

Training

OSHA 30
Army Corp of Engineers Construction Quality Management
Environmental Compliance Assessment, Training and Tracking System (ECATTS)

Eric Willenberg

PROJECT MANAGER

Career Summary

Eric joined Ferreira Southern in 2021 as an estimator/project manager. He began his career in state, private, and municipal construction in 1990, as an estimator and then worked his way to become a project manager. As an estimator Eric worked on project bid cost estimating including scope of work comprehension, specification, and plan review. With these skills, Eric can bring a different perspective to his project management role. Eric has managed over $15 million worth of projects. As a leader, Eric promotes an environment of continuous learning. Some of Eric's responsibilities include:

- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory-safety compliance
- Supervises and manages project team members; sets goals and evaluate performance
- Secure all required permits and verify insurance coverage for subs
- Coordinate with Superintendent to develop site logistic plan

Professional Experience

Ferreira Southern Construction Co., Inc. **2021 – Present**
Estimator/Project Manager

DP Development **2020-2021**
Project Manager

Hardrives of Delray Inc. **2007-2020**
Estimator/Project Manager

Education

Florida Atlantic University **2003-2006**
Master of Science, Clinical Psychology

Florida Atlantic University **2000-2003**
Bachelor of Science, Clinical Psychology

Key Skills

- Makes favorable impression and easily gains acceptance by others
- Excels in effective and positive communication
- Demonstrates competent performance
- Fully accepts all responsibilities and meets deadlines
- Displays a sense of inquiry
- Fully accepts all responsibilities and meets deadlines.

Training

- OSHA 30
- First Aide/CPR/AED
- Defensive Driving
- Paving Contractor License 2021
    - Licensed in Port St. Lucie and Indian River Counties

FERREIRA

Eric Zilinski

SUPERINTENDENT

Career Summary

Eric joined Ferreira in 2016, with 30 years of experience in the construction industry, which included bridge, dock and seawall construction, sheet pile installation and concrete work. Eric relocated to Florida from New Jersey in 2016 and continues to make new professional contacts while learning new techniques. He encourages his team to always be open to change and to participate in all offered training and certifications. Some of Eric's responsibilities include:

- Implementing our safety program by conducting regular, scheduled, and unscheduled, safety inspections, taking remedial action when required.
- Establishing a procedure for hazard recognition at the beginning of every new activity
- Maintaining good working relationships with subcontractors and suppliers
- Applies his knowledge of equipment capability and develop plans for optimum utilization
- Supervises and coordinates installation of work in accordance with the contract documents, project schedule and the planned sequence of work, being aware of project milestone dates and the requirements to achieve them
- Has thorough knowledge of the Contract Documents and the scope of work for the specific area or trades assigned

Professional Experience

Ferreira Construction Co., Inc. **2016 – Present**
Senior Project Manager

Local 254 **1990 – 2016**
Carpenter

Key Skills

- Attains results without negative side effects
- Effectively explains and interprets organizational policies and procedures
- Cultivates strengths of his team
- Recognizes the need to concentrate on people rather than tasks
- Effectively develops employees
- Communicates clearly and concisely
- Successfully develop creative strategies

Training

- OSHA 10
- OSHA 30
- First Aide/CPR/AED
- Defensive Driving
- Dig Safe 811
- Confide Space
- FDOT Flagger
- Excavation Protocol

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KWINCY DYE
PROJECT SUPERINTENDENT

Professional Summary

Mr. Kwincy Dye has worked in the infrastructure construction industry for over 20 years. Kwincy has worked on various heavy highway, heavy civil and utility construction projects in both the private and public-sector which include watermain, Forcemain, gravity sewer, drainage, and directional bore projects. He is experienced in operating a wide variety of heavy equipment including track hoes, bulldozers, graders, and frontend loaders. Kwincy's extensive knowledge of utility blueprint reading enhances his ability to assists in all phases of daily field construction while working closely with Ferreira on-site crew, superintendent, and subcontractors. More importantly, Kwincy makes certain that all sitework reflects Ferreira's commitment to the highest standards of quality and safety.

Through Mr. Dye's extensive experience, he has developed unparalleled skills and understanding of heavy highways, site work, excavation, and utility construction. Kwincy is extremely familiar with the high-water table that exists here in Florida and the necessary of installing utilities in the dry. His knowledge of dewatering installation, removal and treatment/disposal of any effluent makes him a valuable asset to our Ferreira Team.

Professional Experience:

Ferreira Construction Co., Inc. (2020–Present)
As Project Superintendent Mr. Dye supports in all phases of Civil, Utility and Underground Construction. Kwincy is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time, on budget and safely.

JBC Construction (2019-2020)
As construction Superintendent Mr. Dye coordinated pipe excavation for drainage, water, and sewer. He was also responsible for the site grading including finish grading, stone placement, swales, slopes, and all other contours on the project.

KD Excavating (2005 – 2019)
As owner Mr. Dye was responsible for overseeing all phases of the business, including estimating, managing projects, supervising crews, overseeing subcontractors, ordering supplies and materials, and negotiating contracts as well as operating heavy equipment.

Joemax Pipeline Construction (2002-2005)
Mr. Dye was responsible for supervising a gas pipeline crew of 6-8 and assisted in operating heavy equipment for the installation of pipes.

Gilbert Western (2000-2002)
As a heavy equipment operator Mr. Dye installed fiber optic lines using a backhoe, track hoe and front-end loader.

Training/Skills

OSHA Safety Training 10

FERREIRA

Frank J. Peluso Jr. CUSP, EMT
Health and Safety Manager

Professional Summary

Mr. Peluso has been working in the Health and Safety field for over fifteen years developing and instituting safe work practice programs for the construction industry, and public sector. CPR, AED, fall protection, confined space, hazcom, hazwoper are just a few of the many training courses Frank teaches. He has worked on many Industrial, Pharmaceuticals, and Commercial projects throughout the USA which include Merck Pha, Catelent Pha., Navartis Pha, BMS Pha., Exxon Mobil, Phillips66, Motiva, Chevron, Phillips 66, Infinium. Frank has a track record for implementing policies and procedures, site audits on all levels in addition to making HASP's, SSHASP's, and OSHA compliant activities. He has instructed at many training centers, Rutgers, American Heart Association, American Safety, Health Institute and National Safety Council. Mr. Peluso's knowledge and training abilities in Industrial and Construction Health and Safety makes him an asset to the Ferreira Construction Team.

Professional Experience

Ferreira Construction Southern Division Co., Inc. (2018 – Present): Health and Safety Manager, Subcontractor Management, Instructor/Trainer, Auditor, Claims, Purchasing of supplies for safety.

Valiant Companies (2016-2018): Health and Safety Manager, Pre-Bid Analysis (ISNet, Browz, Avetta/Pics), Subcontractor management, Instructor, Auditor, DOT Compliance, Asset Management, & Claims Specialist.

Petillo Inc. (20014-2016): Director of Health and Safety, Trainer, OSHA Compliance, Aerial Photography and Video Specialist.

Haztek Inc. (2013-2014): Health and Safety Professional, Safety Site Coordinator, Hazmat, Confined Space Rescue Lead, OSHA Trainer, Auditor, Inspections, and Lead Trainer.

International Brotherhood of Electrical Workers Local 102 (2005-2018): Union Journeyman A Class, Med. Voltage Splicer, Equipment Operator, Site Emergency Medical Technician , Site Safety Officer.

Pleasant Plains Volunteer Fire Department Station 30 (2002-2017): Fire Fighter, EMT, Extrication Technician, Advanced Rescue Driver Secretary.

Pleasant Plains Volunteer First Aid Squad 33 (2009-2017): Chief Line Officer / EMT / Driver / Engineer / Jr. Cadet Ems Head Advisor.

Toms River Technical Rescue Team (2009-2017): Confined Space Rescue Technician / Man Power / High Angle Rescue / Ropes and Rigging.

Training

OSHA 502, 500– Construction Industry Instructor
IC-700, 800, 100, 200, 300 – FEMA Incident Command
IM-100 & 200 – FEMA Incident Management
Incident Safety Officer
OSHA 510, 40 Hazwoper, 8 Hazwoper Supervisor
Firefighter Level 1 & 2
Emergency Medical Technician
Extrication Technician
Haz-Mat Awareness & Operations for emergency services
Florida Advanced MOT
New Jersey Traffic Control Coordinator
FPL Switchman Trainer
PSEG Substation Awareness Trainer
NEXTERA Nuclear Radiation Responder & Trainer
AHA & ASHI – Level 9 First Aid/CPR/AED Instructor
NFPA70E
Hazard Communication Trainer
Equipment Trainer (Off-road Fork Lift, Excavator, Skid Steer)
S.T.A.R.T. & NJ State Police – Advanced Confined Space Rescue Specialist
Certified Emergency Vehicle Operator
SCOTT SCBA Specialist & Repair Tech
Medium Voltage Splicing to 75k
High Line Rescue
Wildland Firefighter S130 & S190
Drug and Alcohol Reasonable Suspicion Testing Advocate
NSC Defensive Driving 4 Instructor
C.E.U. Classes: Core 13, Start Triage, Sport Injuries, To Hell and Back Burn Patients, Elevator Emergencies, Diabetic Emergencies, Intel, Children with special needs, Prehospital Stroke Management, Street Drugs, Sport Injuries, Winter Emergencies, Pediatric patient assessment, wind driven fires, Sick or Not Sick.

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FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Equipment Capacity and Availability

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

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FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Equipment Capacity and Availability

This project will be run out of our Hobe Sound, Florida Office. Ferreira Construction Co., Inc. plans to self-perform the entire scope of work utilizing the following equipment.

Grove G5T 865B RT Crane
Komastsu PC300LC-6 (2.5 CY)
Tandem Dump Truck
Concrete Saw 18"
CAT 936F Loader (2.5 CY)
ICE416VIB Pile Hammer (80 Ton)
Bomag BW-17D 66' Single Drum Roller
CAT 12H (12') Grader
8" Well Point Pump

Ferreira owned equipment list is attached.

John Ciabattari, Vice President
Ferreira Construction Co., Inc.

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2000	VERMAC ARROWBOARD	ARROW BOARD
2000	VERMAC ARROWBOARD	ARROW BOARD
2009	WORA (WORK AREA PROTECTION) M90EZ SOLAR ARROW BOARD	ARROW BOARD
2005	30' x 10' BARGE w/ OUTBOARD MOTOR	BARGE
2007	3 PC. SECTIONAL BARGE - 1 SEC. @ 10'x30'x4' -- 2 SEC. @ 4'x30'x4' - WOOD DECK OVER STEEL DECK	BARGE
2007	HOMEM - SELF PROPELLED BARGE - 38'x10'x3' w/ YAMAHA 225HP ENG.-- 3 COMPARTMENTS w/ HATCHES , STEEL DECK w/ WOOD SURFACE	BARGE
	S175 & S98 FLEXIFLOAT BARGES	BARGE
2006	VARIOUS FLEXI FLOAT BARGES -- 6 UNITS @ 10x40x5 & 4 UNITS @ 10x20x5	BARGE
1993	24' SILVER PONTOON BARGE	BARGE
1992	24' YELLOW PONTOON BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	48' x 24' x 4' SPUD BARGE w/ 4 SPUD WELLS & (2) 42' x 12' DIA. ROUND SPUDS	BARGE
1972	ALUM. WORKBOAT w/ OUTBOARD. MOTOR	BOAT
	2008 J-BOAT UTILITY WORK BOAT W/ CRANE	BOAT
2008	29' VESSEL - JUPITER	BOAT
2000	LOWE - GLC MODEL 17'11" ALUMINUM BOAT w/OUTBD. ENG.	BOAT
2000	SEA ARK BOATS, INC. - 20' VS ALUMINUM HULL BOAT -- NO OUTBD. ENGINE...	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
	32' x 16' x 4' - PUSH BOAT / BARGE w/(2) MERCURY 75HP GAS ENG.	BOAT
1996	SEA ARK BOATS, INC. - 21' CREW BOAT w/ (2) YAMAHA 150 HP OUTBOARD MOTORS	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
2003	WAGNER SMITH T-UBWP-35 UNDERGROUND CABLE PULLER	CABLE PULLER
1985	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1987	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1984	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
2007	INGERSOLL-RAND COMPRESSOR	COMPRESSOR - 185

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
	ATLAS COPCO 185CFM COMPRESSOR	COMPRESSOR - 185
2016	DOOSAN C185WDZ-T4F AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO XAS 185 AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO 185CFM COMPRESSOR TIER 4 FINAL	COMPRESSOR - 185
2004	INGERSOLL-RAND P185WDJ COMPRESSOR	COMPRESSOR - 185
2005	INGERSOLL-RAND P185 COMPRESSOR	COMPRESSOR - 185
2016	20 CUBIC YARD CONTAINER	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2012	ROLL OFF CONTAINER 30 C.Y. (OPEN)	CONTAINER - 30 OPEN
2015	30 CY ROLL-OFF	CONTAINER - 30 OPEN
2001	POWER CURBER 5700-B-03 CURB MACHINE	CURB MACHINE
2005	POWER CURBER PC150 CONCRETE CURB MACHINE	CURB MACHINE
2019	VERMEER D23X30S3 DIRECTIONAL DRILL w/ DIGITAL FF2SYSAF8 LOCATOR	DIRECTION DRILL DIGITAL LOCATOR
2006	CAT D6N CRAWLER DOZER	DOZER - CAT D6
2013	CATERPILLAR D6N LGP DOZER	DOZER - CAT D6
2011	KOMATSU D65WX-16 CRAWLER DOZER	DOZER - KOM D65
1980	ELLICOTT (MUDCAT 915) DREDGE - 43 FT.	DREDGE
N/A	"DREDGE & MARINE CORP" CUSTOM MADE 42 FT. DREDGE w/ 8" SWING LADDER	DREDGE
1988	ELLICOTT "600 SERIES" HYDRAULIC DREDGE APPROX. 70 FT. (LEANNE)	DREDGE
2013	ISCO 6-18 INCH BUTT FUSION MACHINE w/PIPE STANDS & IPS INSERTS FOR DREDGE PIPE	DREDGE - FUSION
2013	ELLICOTT 16 INCH DIESEL DRIVEN BOOSTER PUMP FOR DREDGE w/ AUTOMATION UPGRADE	DREDGE - PUMP
	GORMAN RUPP 8" x 8" DIESEL BOOSTER PUMP	DREDGE - PUMP
2016	ELLICOTT STANDARD DRAGON HYDRAULIC 18 INCH BOOSTER PUMP	DREDGE - PUMP
2016	MWI PUMPS - MODEL # HT004 - 4" SUB. TRASH PUMP w/ 800D HYDRAULIC DRIVE UNIT & ACCESSORIES	DREDGE - PUMP
	DREDGE CENTRAL'S USED TRAVELING SPUD w/ 2 NEW 35' x 10' x 5' PONTOONS	DREDGE - SPUD
2018	VERMEER D40X55S3 DIRECTIONAL DRILL w/DIGITRAK FF5 LOCATOR NON REMOTE PACKAGE	DRILL - DIRECTIONAL
2018	VERMEER MX240 MIX SYSTEMS w/ 2 - 1000 GALLON UNITS w/ POWER PAC	DRILL - MIXING SYSTEM
2019	VERMEER MX125 MIX SYSTEM w/ 500 GALLON TANK	DRILL - MIXING SYSTEM
1998	LODRIL MODEL LLMHT-40 (MOUNTED ON 100)	EQUIPMENT ATTACHMENT
2002	30FT JIB ARM w/ WINCH & CABLE	EQUIPMENT ATTACHMENT

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	36" PRESSURE ROCK AUGER w/4" BOX	EQUIPMENT ATTACHMENT
1998	KOMATSU EXCAVATOR	EXCAVATOR
2011	KOMATSU PC450LC-8 EXCAVATOR	EXCAVATOR - 100K #
2012	KOMATSU PC490LC-10 HYD. EXCAVATOR - PLUMBED	EXCAVATOR - 100K #
2009	JOHN DEERE 85D EXCAVATOR	EXCAVATOR - 18K #
2018	CATERPILLAR 308E2 CRSB HYDRAULIC EXCAVATOR	EXCAVATOR - 18K #
2017	KOMATSU PC138USLC-11 HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2018	CATERPILLAR 315FLCR HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2019	CATERPILLAR 315F HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2014	JOHN DEERE 245G EXCAVATOR	EXCAVATOR - 50K #
2019	CATERPILLAR 335FL HYDRAULIC EXCAVATOR	EXCAVATOR - 75K #
2018	CATERPILLAR 336FL HYDRAULIC EXCAVATOR	EXCAVATOR - 85K #
2016	GRADALL XL3300 III TELESCOPIC EXCAVATOR	EXCAVATOR - GRADALL
2011	JOHN DEERE 200D EXCAVATOR w/ 50' LONG BOOM	EXCAVATOR - LONG REACH
2014	CATERPILLAR 324EL LR LONG REACH 60' EXCAVATOR	EXCAVATOR - LONG REACH
2012	CASE CX36B MINI EXCAVATOR	EXCAVATOR - MINI
2014	TAKEUCHI TB153FR MINI EXCAVATOR	EXCAVATOR - MINI
2016		EXCAVATOR - MINI
2017	YANMAR VIO17 MINI EXCAVATOR	EXCAVATOR - MINI
2003	KUBOTA KX121-3 MINI EXCAVATOR	EXCAVATOR - MINI
2013	DOOSAN DX63-3 MINI EXCAVATOR	EXCAVATOR - MINI
2017	JOHN DEERE 17G MINI EXCAVATOR	EXCAVATOR - MINI
2017	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2016	CATERPILLAR M320F WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2015	CATERPILLAR M315D WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2004	JOHN DEERE BACKHOE	EXCAVATOR - WHEELED
2006	JOHN DEERE WHEEL LOADER	EXCAVATOR - WHEELED
2014	JOHN DEERE 744K WHEEL LOADER	EXCAVATOR - WHEELED
2016	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED
2004	NEW HOLLAND TRACTOR	EXCAVATOR - WHEELED
2009	MITSUBISHI FD50K FORKLIFT	FORKLIFT
1998	YALE 5,000 # CUSHION TIRED FORKLIFT	FORKLIFT
2015	TRACSTAR AT5000110 SERIES 3 FUSION MACHINE	FUSION MACHINE
2016	KAWASAKI MULE PRO KAF1000CGF ATV	GATOR
2001	WHISPER WATT GENERATOR (FOR PUMP SERVICES	GENERATOR
2012	TRAMAC SC28 HYDRAULIC BREAKER (PC55)	HAMMER - HYDRAULIC
	I.C.E. HYDRAULIC POWER UNIT	HAMMER - PILE
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
1995	MAGNUM LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2009	SUZUKI BOXED MOTOR - Mounted on V612	MOTOR - BOAT
2009	SUZUKI 225 30" SHAFT LENGTH - Mounted on V691	MOTOR - BOAT
2009	SUZUKI 150 25" SHAFT LENGTH - Mounted on V633	MOTOR - BOAT
2012	BLAW-KNOX PF150B ASPHALT PAVER	PAVER
2015	ROADTEC RP-170 ASPHALT PAVER	PAVER
	THOMPSON 8" HYDRAULIC PUMP	PUMP
	THOMPSON 4" WELLPOINT JETTING PUMP	PUMP
	NORTHSTAR 3" CENTRIFUGAL PUMP	PUMP
2013	SCHWING SP750-15D TAG-ALONG CONCRETE PUMP	PUMP
	RAKE- LOADER RAKE 96"	RAKE LOADER
1986	DYNAPAC CS12 - 3 WHEEL ROLLER	ROLLER

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1998	INGERSOLL-RAND DD-24 D/D ROLLER	ROLLER
2002	HYPAC C530AH - 9 WHEEL ROLLER	ROLLER
2017	WACKER RD7A WALK BEHIND ASPHALT ROLLER	ROLLER - ASPHALT
2004	BOMAG VIBRATORY SINGLE DRUM ROLLER	ROLLER - DIRT
2000	INGERSOLL-RAND SD100DB VIBRATORY ROLLER	ROLLER - VIBRATORY
2002	BOMAG BW124D VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2005	BOMAG BW190AD4 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-90 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-70 VIBRATORY ROLLER	ROLLER - VIBRATORY
2004	STONE WP3100R VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	DYNAPAC CC142 VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	INGERSOLL-RAND DD-24 VIBRATORY ROLLER	ROLLER - VIBRATORY
	ALLEN 255BD.25 ROLLER SCREED	SCREED
2004	DAWSON HYDRUALIC PILE DRIVER	SHEET PILE HAMMER
2013	JOHN DEERE 323D SKID STEER - TRACK LOADER	SKIDSTEER
2016	JOHN DEERE 329E SKID STEER LOADER - TRACKS	SKIDSTEER
2011	TEREX PT30 TRACK SKID STEER LOADER	SKIDSTEER
2004	BOBCAT T300 TRACK SKIDSTEER LOADER	SKIDSTEER
2018	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2019	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2005	BOMAG MPH122 SOIL STABILIZER/RECYCLER	SOIL STABILIZER
2015	CATERPILLAR TL1255D MATERIAL HANDLER	TELEHANDLER
1999	MACK TRACTOR	TRACTOR
2005	PETERBILT TRACTOR	TRACTOR
2018	PETERBILT 389 TRI-AXLE TRACTOR	TRACTOR
1994	MACK RD685S TRACTOR	TRACTOR
2017	FREIGHTLINER 122SD TRACTOR	TRACTOR
2016	ROGERS CN55PL110 - 55 TON LOBOY TRAILER	TRAILER - 55 TON LOBOY
2019	CUSTOM 12T - 19' FLAT DECK TRAILER w/ 4' BEAVERTAIL	TRAILER - BEAVERTAIL

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2009	FLOAT-ON TRAILER	TRAILER - BOAT
2013	MAGIC TILT - TALS 2044 BOAT TRAILER - For MN-1463	TRAILER - BOAT
1991	GREAT DANE 48" BOX TRAILER	TRAILER - BOX
2009	EAST DUMP TRAILER	TRAILER - DUMP
2017	DOWN TO EARTH DTE612DT5.2B- 5.2 TON DUMP TRAILER	TRAILER - DUMP
2005	40' TANDEM GOOSENECK DUAL TRAILER	TRAILER - FLAT
1999	TRAILMOBILE - 48' FLATBED TRAILER	TRAILER - FLAT
2001	GREAT DANE 37' FLATBED TRAILER	TRAILER - FLAT
2007	MANAC EXTENDABLE FLATBED TRAILER	TRAILER - FLAT
2017	TALBERT 60 TON - FLD LOBOY	TRAILER - LOBOY
1981	EVANS LOG TRAILER	TRAILER - LOG
1982	GREAT DANE LOG TRAILER	TRAILER - LOG
1993	WILLIAMS SCOTSMAN mobile field office	TRAILER - OFFICE
	POLE TRAILER	TRAILER - POLE
2001	BUTLER BUP2510 POLE TRAILER	TRAILER - POLE
2011	24' PONTOON TRAILER	TRAILER - PONTOON
2009	EMERSON TR-50 SERIES 7 REEL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - 2 REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
2001	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2002	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2016	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2017	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2014	JTC 8000 SINGLE REEL TRAILER - S/A	TRAILER - REEL
98	WELLS CARGO ENCLOSED UTILITY TRAILER	TRAILER - UTILITY
2003	INTERSTATE TAG-A-LONG TRAILER	TRAILER - UTILITY
2006	LMT GOOSENECK TRAILER	TRAILER - UTILITY
2014	BIG BLUE ENCLOSED TRAILER	TRAILER - UTILITY
2001	ENCLOSED BIG WHITE DIVE TRAILER	TRAILER - UTILITY
2004	ENCLOSED SMALL WHITE TRAILER (OLD U-HAUL)	TRAILER - UTILITY

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2002	FLAT BLACK TRAILER w/18" RAILS	TRAILER - UTILITY
2016	DIAMOND CARGO 8.5 x 20TA TAG-ALONG-TRAILER	TRAILER - UTILITY
2017	TOWMASTER T-30 TRAILER	TRAILER - UTILITY
2018	CUSTOM 15T - 23' FLAT DECK TRAILER W/ 7' BEAVERTAIL	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR65)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR66)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 DECKOVER TRAILER	TRAILER - UTILITY
1985	CROSLEY TAG-ALONG 20' LEVEL DECK TRAILER	TRAILER - UTILITY
2016	FREEDOM 12' ENCLOSED TRAILER	TRAILER - UTILITY
2003	PIKE 8 TON TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2010	HUDSON BROS. HTD18D 10 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
1991	ALLEGHENY CT5T 5TON MATERIAL TRAILER	TRAILER - UTILITY
2017	FREEDOM 7X14TA2 - 3.5 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	MAXEY C6S 7 TON TAG-ALONG UTILITY TRAILER	TRAILER - UTILITY
2017	DOWN TO EARTH 7' x 16' TAG-ALONG TRAILER	TRAILER - UTILITY
2000	COACH CRAFT FIBERSPLICE ENCLOSED TRAILER - T/A	TRAILER - UTILITY
2015	LARK UNITED MFG. VT612SA ENCLOSED CARGO TRAILER - S/A	TRAILER - UTILITY
2018	DOWN TO EARTH 7 TON TAG-ALONG TRAILER - T/A	TRAILER - UTILITY
	HOMEMADE TAG-ALONG TRAILER	TRAILER - UTILITY
2019	CYNERGY 7X14TA ENCLOSED TRAILER	TRAILER - UTILITY
2019	MAXXD - DOX10222 - 22' UTILITY TRAILER	TRAILER - UTILITY
2019	DOOLITTLE 25' BRUTEFORCE UTILITY TRAILER	TRAILER - UTILITY
2018	VACTRON CV873SGT TRAILER MOUNTED VAC SYSTEM	TRAILER - VAC
2015	VERMEER T755 III COMMANDER TRENCHING MACHINE w/ 12' FOLDING CONVEYOR	TRENCHER
2015	FORD F-750XL ASPHALT DISTRIBUTOR TRUCK	TRUCK - ASPHALT TACK
2009	INTERNATIONAL 7400 TANDEM AXLE w/ TEREX 650-40 MTD AUGER DRILL MOUNTED ON BODY	TRUCK - AUGER
2007	INTERNATIONAL 4200 w/ 18' BOX TRUCK	TRUCK - BOX

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2006	CHEVY C-7500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2016	FREIGHTLINER M2-106 UTILITY TRUCK w/ ALTEC AA55 - 55 ' ARTICULATING & TELESCOPIC ONE MAN BUCKET	TRUCK - BUCKET
2003	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BOD	TRUCK - BUCKET
2003	INT'L 4300 SERVICE TRUCK w/ ALTEC AM55-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2011	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2009	CHEVY C-8500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2004	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM450 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2007	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2006	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2018	DODGE RAM 3500 CAB & CHASSIS FOR CABLE PULLER	TRUCK - CABLE PULLER
2019	CHEVY SILVERADO 1500 DBL. CAB P/U	TRUCK - CHEVY 1500
2019	CHEVROLET SILVERADO 1500 DOUBLE CAB P/U	TRUCK - CHEVY 1500
1995	CHEVY SILVERADO 1500 P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500XLT EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2012	CHEVY SILVERADO 2500 CREW CAB 4x4	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500
2002	CHEVY 3500 MECHANIC'S TRUCK	TRUCK - CHEVY 3500
2016	CHEVY SILVERADO 3500 CREW CAB 4X4 DRW W/9FT UTILITY BODY	TRUCK - CHEVY 3500
2018	CHEVROLET COLORADO PICK-UP 4X2	TRUCK - CHEVY SMALL
2007	CHEVY COLORADO CREW CAB P/U	TRUCK - CHEVY SMALL
2002	INTERNATIONAL 5500i T/A FLATBED w/ NATIONAL 1300 (30 TON BOOM CRANE)	TRUCK - CRANE
1997	INTERNATIONAL 4900 BOOM TRK. w/ BED WINCH ALTEC D1000-TB	TRUCK - CRANE
2005	FREIGHTLINER M2-106 - 4x4 RACK BODY w/ ALTEC DL42BR - DIGGER DERRICK	TRUCK - DIGGER DERRICK
2005	FREIGHTLINER M2-106 DIGGER DERRICK w/ ALTEC DM45DC	TRUCK - DIGGER DERRICK
2011	INTERNATIONAL 7300SFA - DIGGER DERRICK w/ ALTEC DC47-BR	TRUCK - DIGGER DERRICK
1995	DODGE RAM 2500 P/U	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB P/U 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2020	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD GALION BODY	TRUCK - DUMP
2000	FORD F-450 CREW CAB MASON DUMP TRUCK	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK-AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2006	FORD F-750 S/AXLE MASON DUMP	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2000	FREIGHTLINER FLD11264SD DUMP TRUCK	TRUCK - DUMP
2016	DODGE RAM 5500HD CREW CAB FLATBED TRUCK	TRUCK - FLATBED
2014	ISUZU NPR FLATBED TRUCK	TRUCK - FLATBED
2016	FORD F-150 SUPERCREW 4X4 PLATINUM	TRUCK - FORD F 150
2014	FORD F-150 CREW CAB P/U	TRUCK - FORD F 150
2017	FORD F-150 XLT CREW CAB P/U 4x4	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2007	FORD F-150 P/U	TRUCK - FORD F 150
2008	FORD F-150 XL EXT. CAB UTILITY TRUCK	TRUCK - FORD F 150
2010	FORD F-150 XL SUPER CAB P/U	TRUCK - FORD F 150
2017	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2015	FORD F-250 LARIAT - CREW CAB - SHORT BED P/U	TRUCK - FORD F 250
2015	FORD F-250 REG. CAB - LONG BED P/U	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB 4x4 PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 PLATINUM - CREW CAB - SHORT BED	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB 4x4 "LARIAT" P/U	TRUCK - FORD F 250

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2003	FORD F-350XL UTILITY TRUCK	TRUCK - FORD F 350
1997	FORD F-350XL MECHANIC'S TRUCK	TRUCK - FORD F 350
2015	FORD F-350 PICK-UP	TRUCK - FORD F 350
2004	FORD F-350 REG. CAB w/ UTILITY BED	TRUCK - FORD F 350
2016	FORD F-450 CREW CAB W/9FT SERVICE BODY	TRUCK - FORD F 450
2017	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - FORD F 550
2017	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - FORD F 550
2008	FORD F-550XL CAB& CHASSIS	TRUCK - FORD F 550
2016	FORD F-550 MECHANIC TRUCK w/MAINTAINER SERVICE BODY	TRUCK - FORD F 550
2017	FORD F-550 MECHANIC TRUCK w/MAINTAINER SERVICE BODY	TRUCK - FORD F 550
2016	FORD F-550 MECHANIC TRUCK W/MAINTAINER SERVICE BODY	TRUCK - FORD F 550
2014	FORD F-550 SUPER CAB w/STELLAR MECH. BODY	TRUCK - FORD F 550
2014	GMC SIERRA 1500 4DR. P/U	TRUCK - GMC 1500
2014	GMC SIERRA 1500 4DR. P/U	TRUCK - GMC 1500
2013	GMC SIERRA 1500 EXT. CAB P/U	TRUCK - GMC 1500
2014	GMC SIERRA P/U	TRUCK - GMC 1500
2014	GMC SIERRA P/U	TRUCK - GMC 1500
2017	GMC SIERRA 1500 P/U	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB SLE 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 CREW CAB PICK-UP 4X4	TRUCK - GMC 1500
2008	GMC SIERRA 2500HD W/ KSS UTIL. BODY	TRUCK - GMC 2500
2008	GMC SIERRA 2500HD W/KSS UTIL BODY	TRUCK - GMC 2500

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2013	GMC SIERRA 2500HD SLE EXT. CAB 4x4 - 8 FT. BED	TRUCK - GMC 2500
2015	GMC SIERRA 2500HD DOUBLE CAB P/U - 4x4	TRUCK - GMC 2500
2016	GMC 2500 CREW CAB 4X4	TRUCK - GMC 2500
2017	GMC SIERRA 2500 DOUBLE CAB 4X2	TRUCK - GMC 2500
2019	GMC SIERRA 2500 DOUBLE CAB w/ 8' UTILITY BODY	TRUCK - GMC 2500
2019	GMC SIERRA 2500 DOUBLE CAB P/U w/ 8' BED	TRUCK - GMC 2500
2013	GMC SIERRA 3500 SLE w/OMAHA UTILITY BOX	TRUCK - GMC 3500
2013	GMC SIERRA 3500 SLE w/OMAHA UTILITY BOX	TRUCK - GMC 3500
2014	GMC SIERRA 3500 2DR. P/U	TRUCK - GMC 3500
2015	GMC SIERRA 3500HD SLE W/UTILITY BODY	TRUCK - GMC 3500
2015	GMC SIERRA 3500HD SLE W/UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2008	GMC 5500 SIERRA W/ CURRY SERVICE BODY	TRUCK - GMC 5500
1996	INTERNATIONAL 4700 ENCLOSED UTILITY TRUCK	TRUCK - INT'L 4700
1994	FREIGHTLINER FL80 FUEL & LUBE TRUCK	TRUCK - LUBE TRUCK
2013	MACK CHU613 FUEL & LUBE TRUCK	TRUCK - LUBRICATION TRUCK
1970	MACK DM487S CAB & CHASSIS	TRUCK - LUBRICATION TRUCK
1999	FORD F-450 STAKE BODY TRUCK	TRUCK - RACK
2013	MITSUBISHI FUSO CANTER 16' RACK TRUCK	TRUCK - RACK
2016	FORD F-550 12' RACK TRUCK 4X4	TRUCK - RACK
2004	INTERNATIONAL 4300 FLAT BED TRUCK	TRUCK - RACK
1995	FREIGHTLINER FLD120 T/A - 18' FLAT BED TRUCK	TRUCK - RACK
2010	INTERNATIONAL 4300 LONG BED RACK w/ WATER TANK	TRUCK - RACK
2017	DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4	TRUCK - RACK
2011	MACK GU713 w/AMERICAN ROLL-OFF BODY	TRUCK - ROLL-OFF

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2016	JEEP CHEROKEE	TRUCK - SUV
2010	GMC YUKON XL DENALI	TRUCK - SUV
2015	GMC YUKON DENALI XL	TRUCK - SUV
2015	JEEP CHEROKEE	TRUCK - SUV
2015	JEEP CHEROKEE	TRUCK - SUV
2015	GMC YUKON DENALI XL	TRUCK - SUV
2015	JEEP GRAND CHEROKEE	TRUCK - SUV
2015	JEEP GRAND CHEROKEE LIMITED	TRUCK - SUV
2017	GMC YUKON XL DENALI	TRUCK - SUV
2017	GMC YUKON DENALI	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LAREDO	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LIMITED 4X2	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LIMITED 4X2	TRUCK - SUV
2018	CADILLAC ESCALADE ESV	TRUCK - SUV
2018	GMC YUKON DENALI	TRUCK - SUV
2016	FORD EXPLORER	TRUCK - SUV
2011	FORD ESCAPE	TRUCK - SUV
2016	JEEP PATRIOT SPORT	TRUCK - SUV
2019	GMC YUKON DENALI	TRUCK - SUV
2003	CHEVY TRAILBLAZER SUV	TRUCK - SUV
2006	CHEVY EQUINOX LT SUV	TRUCK - SUV
2009	CHEVY TRAVERSE SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2017	JEEP GRAND CHEROKEE - OVERLAND EDITION	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LAREDO	TRUCK - SUV
2010	TOYOTA TUNDRA CREW CAB P/U	TRUCK - TOYOTA SMALL
2004	INTERNATIONAL 4300 UTILITY TRUCK w/ FRONT CAPSTAN WINCH	TRUCK - UTILITY
2005	INTERNATIONAL 4200 UTILITY TRUCK	TRUCK - UTILITY
2004	INTERNATIONAL 7300SFA SERVICE TRUCK	TRUCK - UTILITY

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1998	FORD LT9513 VACTOR TRUCK w/ 4,000 GAL. TANK & PUMP	TRUCK - VAC
2006	INTERNATIONAL 7400 T/A w/ VACTOR 2112-824RCS-16 - SEWER & JET RODDER SYSTEM	TRUCK - VAC
2019	VACTRON CS870GT TRAILER MOUNTED VAC SYSTEM	TRUCK - VAC
2002	INTERNATIONAL 1652SC STEP VAN	TRUCK - VAN
2000	WORKHORSE P30 STEP VAN	TRUCK - VAN
2005	CHEVY 2500 PANEL VAN	TRUCK - VAN
2005	CHEVY 2500 EXPRESS PANEL VAN	TRUCK - VAN
2010	GMC SAVANA 2500 VAN	TRUCK - VAN
2013	GMC SAVANA 3500 - 15 PASSENGER VAN	TRUCK - VAN
2016	FORD E-350 - 15 SEAT TRANSIT PASSENGER VAN	TRUCK - VAN
1989	FORD F-800 TANK TRUCK w/ 1,500 GAL. TANK & PUMP	TRUCK - WATER
1990	INTERNATIONAL 4900 T/A TANK TRUCK w/ 2,000 GAL. TANK	TRUCK - WATER
1997	FREIGHTLINER FL70 WATER TANK TRUCK	TRUCK - WATER
2006	KENWORTH T-300 T/A WATER TRUCK	TRUCK - WATER
2008	FORD F-650XL WATER TRUCK	TRUCK - WATER
	CLINE WATER TRUCK	TRUCK - WATER
1971	MACK U685ST WATER TRUCK	TRUCK - WATER
1993	MACK DM690S WATER TRUCK	TRUCK - WATER
2006	CATERPILLAR 730E ARTICULATED WATER TRUCK	TRUCK - WATER TRUCK
2007	GMC SIERRA 4X2 3500HD	TRUCK - WELDER
2015	GMC SIERRA 3500 DOUBLE CAB w/8' READING BODY- DUALLY	TRUCK - WELDER
2002	FREIGHTLINER FL70 w/UNDERGROUND PULLER	TRUCK - WINCH
2014	ISUZU NPRHD CONE TRUCK	TRUCK -MOT
	I.C.E. VIBRATORY DRIVER/EXTRACTOR	VIBRATORY DRIVER
2007	MABEY- EXCAV. MOUNTED VIB. HAMMER	VIBRATORY HAMMER
	MULTIQUIP DCI-300SSI WELDER / GENERATOR	WELDER

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Project Approach

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

GC License #CGC1509418

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FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Project Approach – Logistic Plan

The following depicts the course of construction for erosion control, M.O.T., demolition, construction as proposed, and final preparation prior to turnover.

Prior to any construction commencing M.O.T. devices and notices of the ramp's closure will be placed and posted. Within the posted closure signs, a duration based on the submitted schedule will be provided. Once the erosion control devices (silt fence and turbidity barrier) have been inspected and approved the mobilization of equipment, and construction will commence.

The staging area for equipment and materials will be confined within the barricaded construction area. Delivered materials will be guided in and out of the project by a designated flagman. All drivers will be instructed to adhere to a 5 MPH speed limit. All drivers will be instructed to refrain from abruptly shutting the truck gate to minimize noise pollution. A preconstruction safety meeting will be held as well as daily tailgate meetings to reiterate any potential safety hazards. Work hours will commence at 8:00 though 5:00 pm unless an unforeseen occurrence arises in which the city representative will be notified immediately to discuss resolution.

Mobil sanitary facilities will be placed within the project barriers to keep employees and subcontractors from entering Anchorage Park facilities. A Ferreira employee holding a minimum of an OSHO 10 certification will be present for the duration of the project. At no time will the entrance be impeded upon causing emergency traffic to be detained.

Once construction is completed a final inspection will be requested, any outstanding items will be addressed, final clean-up will be performed and all erosion control and M.O.T. devises removal for the parks reopening.

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GC License #CGC1509418

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FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Price Proposal – Exhibit C

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RFP EXHIBIT "C"
PROPOSAL FORM

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Concrete Boat Ramp Reconstruction					
1	Contractor Mobilization / Demobilization	1.0	LS	$ 59,430.00	$ 59,430.00
2	Site Preparation, Existing Aluminum Gangway and Pier Temporary Relocation. Inclusive of Reinstallation.	1.0	LS	$ 12,520.00	$ 12,520.00
3	Demolition of Existing Boat Ramp (4050 SF+/-), Concrete Block Retaining Wall and Timber Stairs	1.0	LS	$ 40,985.00	$ 40,985.00
4	Temporary Sheetpile Cofferdam - Materials and Labor, Includes Underwater Rock, Debris and Old Concrete Bulkhead Remnants Removal, as Necessary	1.0	LS	$ 45,720.00	$ 45,720.00
5	Grade and Compact Area for New Boat Ramp Construction	1.0	LS	$ 5,075.00	$ 5,075.00
6	Form and Pour New Boat Ramp - Materials and Labor. Includes Base Material Placement, 10" Thick Concrete Slab w/ HDG Steel Reinforcement, Finishing w/ Grooved Pattern and Control Joint Cutting (4085 SF+/-)	4,085.0	SF	$ 45.00	$ 183,825.00
7	Form and Pour New Concrete Retaining Walls, One (1) Each Side of New Ramp. (118 LF Total)	118.0	LF	$ 170.15	$ 20,077.70
8	Form and Pour New Concrete Stair Systems, One (1) Each Side of New Ramp. Includes Stair Handrails	1.0	LS	$ 36,355.00	$ 36,355.00
9	Site Restoration	1.0	LS	$ 15,415.00	$ 15,415.00
Total - Concrete Boat Ramp Reconstruction					$419,402.70

Other Costs					
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$ 5,845.00	$ 5,845.00
11	Environmental Control Measures	1.0	LS	$ 6,995.00	$ 6,995.00
12	Survey Layout and As-builts	1.0	LS	$ 10,155.00	$ 10,155.00
13	Existing Scour Repair along Waterward Terminus of Ramp - Allowance	1.0	LS	$ 4,550.00	$ 4,550.00
Total - Other Costs					$27,545.00

SUMMARY

Concrete Boat Ramp Reconstruction $ 419,402.00

Other Costs $ 27,545.00

Total $ 446,947.70

Total Base Bid $ 446,947.70

Total Base Bid in Writing: Four hundred forty-six thousand nine hundred forty-seven dollars and seventy cents

RFP Exhibit "C" Proposal form has been prepared to include major components of work.
It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

Please print and sign your name below:

Name of Authorized Representative: _____

Signature of Authorized Representative: John Ciabattari, Vice President

END OF SECTION

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Schedule

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
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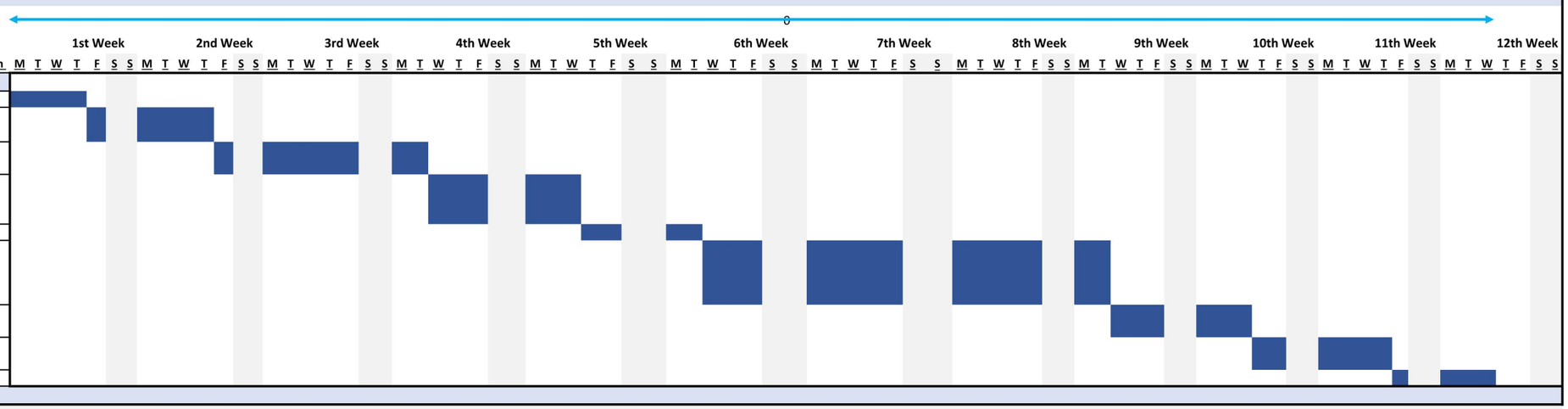
Anchorage Park Boat Ramp Replacement
80 Calendar Days


1st Week
2nd Week
3rd Week
4th Week
5th Week
6th Week
7th Week
8th Week
9th Week
10th Week
11th Week
12th Week
M T W T F S S M T W T F S S M T W T F S S

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Bonding and Financial Capacity

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Ferreira Construction Co., Inc.

13000 SE Flora Avenue
Hobe Sound, FL 33455

OWNER:
(Name, legal status and address)
Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408

SURETY:
(Name, legal status and principal place of business)
Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944
Mailing Address for Notices
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ Five Percent Of The Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Anchorage Park Boat Ramp Replacement Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of September, 2024

(Witness)

Ferreira Construction Co., Inc.
(Principal) *(Seal)*

(Title) Vice President

(Witness) Andreah Moran

Berkshire Hathaway Specialty Insurance Company
(Surety) *(Seal)*

(Title) Marisol Mojica, Attorney-in-Fact

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Florida

COUNTY OF Martin

ON THE 5th DAY OF September, 2024 BEFORE ME PERSONALLY APPEARED John Ciabattari TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Vice President OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 5th DAY OF September, 2024 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Ursula Jakubiak
Notary Public

Ursula Jakubiak
A Notary Public of New Jersey
My Commission Expires March 8, 2026

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Marisol Molica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Jaclyn Thomas, Ryan Gray, Andreah Moran, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. ***The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.***

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto affixed the seals of said Companies this September 5, 2024.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Ponce@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-4159, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

General Correspondence

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2023	12/31/2022	12/31/2021
Total invested assets	$ 6,702,817,810	$ 5,680,246,430	$ 6,504,184,299
Premium & agent balances (net)	690,388,245	582,469,494	552,510,359
All other assets	204,404,036	217,334,073	142,765,038
Total Admitted Assets	$ 7,597,610,091	$ 6,480,049,997	$ 7,199,459,696

LIABILITIES & SURPLUS*

	12/31/2023	12/31/2022	12/31/2021
Loss & loss exp. unpaid	$ 1,825,674,253	$ 1,495,870,171	$ 1,142,116,028
Unearned premiums	604,899,743	536,797,683	484,660,143
All other liabilities	1,240,939,865	1,065,221,844	1,163,007,683
Total Liabilities	3,671,513,861	3,097,889,698	2,789,783,854
Total Policyholders' Surplus	3,926,096,230	3,382,160,299	4,409,675,842
Total Liabilities & Surplus	$ 7,597,610,091	$ 6,480,049,997	$ 7,199,459,696

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

Berkshire Hathaway Specialty Insurance

CRUM&FORSTER

September 5, 2024

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

RE: Ferreira Construction Co., Inc.
Project: Anchorage Park Boat Ramp Replacement Services

Dear Sir/Madam,

It has been the privilege of **American Global LLC** and **Berkshire Hathaway Specialty Insurance Company** and **United States Fire Insurance Company** to provide surety bonds on behalf **Ferreira Construction Co., Inc.** In our opinion, **Ferreira Construction Co., Inc.** remains properly financed, well equipped, and capably managed.

At the present time, **Berkshire Hathaway Specialty Insurance Company** and **United States Fire Insurance Company** provide a **$200,000,000.00 single project / $500,000,000.00 aggregate** surety program to **Ferreira Construction Co., Inc.** The amount of reserve available to the completion of this project is $200,000,000. **Berkshire Hathaway Specialty Insurance Company** and **United States Fire Insurance Company** are licensed in all 50 states. As always, **Berkshire Hathaway Specialty Insurance Company** and **United States Fire Insurance Company** reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to third parties, or to you, if for any reason we do not execute said bonds.

Berkshire Hathaway Specialty Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated **A+ XV** by A.M. Best Company.

United States Fire Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated **A XIV** by A.M. Best Company.

Very truly yours,
Berkshire Hathaway Specialty Insurance Company
United States Fire Insurance Company

By: Marisol Mojica
Marisol Mojica, Attorney-In-Fact

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 5th DAY OF September, 2024 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company and United States Fire Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Notary Public

Ursula Jakubiak
A Notary Public of New Jersey
My Commission Expires March 8, 2026

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Marisol Molica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Jaclyn Thomas, Ryan Gray, Andreah Moran, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, we hereunto affixed the seals of said Companies this September 5, 2024.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Perez@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

06446

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Krystal L. Stravato, Kevin T. Walsh, Jr., Thomas MacDonald, Edward Reilly, Marisol Mojica, Jaclyn Thomas

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> *Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.*

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company this 5th day of September 2024

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

General Correspondence.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2023	12/31/2022	12/31/2021
Total invested assets	$ 6,702,817,810	$ 5,680,246,430	$ 6,504,184,299
Premium & agent balances (net)	690,388,245	582,469,494	552,510,359
All other assets	204,404,036	217,334,073	142,765,038
Total Admitted Assets	$ 7,597,610,091	$ 6,480,049,997	$ 7,199,459,696

LIABILITIES & SURPLUS*

	12/31/2023	12/31/2022	12/31/2021
Loss & loss exp. unpaid	$ 1,825,674,253	$ 1,495,870,171	$ 1,142,116,328
Unearned premiums	604,899,743	536,797,683	484,860,443
All other liabilities	1,240,939,865	1,065,221,844	1,163,007,084
Total Liabilities	3,671,513,861	3,097,889,698	2,789,783,854
Total Policyholders' Surplus	3,926,096,230	3,382,160,299	4,409,675,842
Total Liabilities & Surplus	$ 7,597,610,091	$ 6,480,049,997	$ 7,199,459,696

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)		1,726,028,698
Preferred Stocks (Market Value)		144,307,613
Common Stocks (Market Value)		2,369,575,849
Mortgage Loans (Market Value)		1,043,090,964
Cash, Cash Equivalents, and Short Term Investments		173,632,698
Derivatives		14,049,444
Other Invested Assets		508,546,227
Investment Income Due and Accrued		31,165,524
Premiums and Considerations		531,854,761
Amounts Recoverable from Reinsurers		137,741,085
Funds Held by or Deposited with Reinsured Companies		153,726,393
Net Deferred Tax Asset		192,552,999
Electronic Data Processing Equipment		1,126,732
Receivables from Parent, Subsidiaries and Affiliates		59,012,393
Other Assets		132,253,074
TOTAL ASSETS	$	7,218,664,454

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)		2,664,609,947
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses		75,510,927
Loss Adjustment Expenses		432,456,225
Commissions Payable, Contingent Commissions and Other Similar Charges		16,849,866
Other Expenses (Excluding Taxes, Licenses and Fees)		110,490,333
Taxes, Licenses and Fees (Excluding Federal Income Taxes)		35,485,242
Current Federal and Foreign Income Taxes		11,452,403
Unearned Premiums		1,120,526,178
Advance Premium		21,919,186
Ceded Reinsurance Premiums Payable		153,400,619
Funds Held by Company under Reinsurance Treaties		63,328,858
Amounts Withheld by Company for Account of Others		146,272,077
Provision for Reinsurance		1,706,282
Payable to Parent, Subsidiaries and Affiliates		25,899,852
Other Liabilities		56,882,388
TOTAL LIABILITIES	$	4,936,790,383
Common Capital Stock		18,780,000
Gross Paid In and Contributed Surplus		1,502,074,940
Unassigned Funds (Surplus)		761,019,131
Surplus as Regards Policyholders		2,281,874,071
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	$	7,218,664,454

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 19th day of March, 2024.
UNITED STATES FIRE INSURANCE COMPANY

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Exhibit B

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

GC License #CGC1509418

An Equal Opportunity Employer

RFP EXHIBIT "B"
PROPOSER'S ACKNOWLEDGEMENT

SUBMIT ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY (ON A THUMB DRIVE) OF YOUR PROPOSAL TO:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One,
North Palm Beach, FL 33408

RFP TITLE: Anchorage Park Boat Ramp Replacement

Proposal must be received **PRIOR TO 3:00 P.M. on September 5, 2024,** at which time proposals will be opened.

Proposer's Name: Ferreira Construction Co., Inc.
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: 22-3334957

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Fax Number: (772) 286-5139

Telephone No.: (772) 286-5123

E-mail Address: jciabattari@ferreiraconstruction.com

Contact representative: John Ciabattari, Vice President

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, to supply Anchorage Park Boat Ramp Replacement Services meeting all specifications, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village Contract in accordance with the terms and conditions of this RFP. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 9 of the RFP.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND PROPOSER

Authorized Representative's Signature — September 5, 2024 (Date)

John Ciabattari (Name) — Vice President (Position)

CORPORATE SEAL

Attest By: Robert Higginbotham
Robert Higginbotham, V.P ~~Secretary~~

Signature: Robert H. Higginbotham **Date:** 9/5/2024

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Exhibit D

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

GC License #CGC1509418

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RFP EXHIBIT "D"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by John Ciabattari, Vice President
(print individual's name and title)
for Ferreira Construction Co., Inc.
(print name of entity submitting sworn statement)

whose business address is 13000 SE Flora Avenue, Hobe Sound FL 33455

and (if applicable) its Federal Employer Identification Number (FEIN) is: 22-3334957

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

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

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

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

   a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
(Signature) John Ciabattari, Vice President

The foregoing document was sworn and subscribed before me this 5th day of September, 2024 by John Ciabattari, V.P., who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires: 6/29/2027

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Exhibit E

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

GC License #CGC1509418

An Equal Opportunity Employer

RFP EXHIBIT "E"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by John Ciabattari, Vice President
(print individual's name and title)
for Ferreira Construction Co., Inc.
(print name of entity submitting sworn statement)

whose business address is 13000 SE Flora Avenue, Hobe Sound FL 33455

and (if applicable) its Federal Employer Identification Number (FEIN) is: 22-3334957

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are 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 or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature) John Ciabattari, Vice President

The foregoing document was sworn and subscribed before me this 5th day of September, 2024 by John Ciabattari, V.P., who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires: 6/29/2027

CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Exhibit F

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

GC License #CGC1509418

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RFP EXHIBIT "F"
CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

As the person authorized to sign this statement on behalf of Ferreira Construction Co., Inc., I certify that Ferreira Construction Co., Inc. complies fully with the above requirements.

Authorized Representative's Signature

September 5, 2024
Date

John Ciabattari
Name:

Vice President
Position:

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Acknowledgement of Addendum

Evidence of Insurance

Corporate Resolution

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com

GC License #CGC1509418

An Equal Opportunity Employer

FERREIRA

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.

Anchorage Park Boat Ramp Replacement

Acknowledgement of Addendum

Ferreira Construction Co., Inc. acknowledges the following addendum issued for the Village of North Palm Beach Anchorage Park Boat Ramp Replacement project and that Ferreira has incorporated the information contained therein into this proposal.

Addendum: 1 Dated: August 19, 2024

John Ciabattari, Vice President
Ferreira Construction Co., Inc.

13000 SE Flora Avenue, Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139
www.ferreiraconstruction.com
GC License #CGC1509418

An Equal Opportunity Employer

Boat Ramp Renovation

Addendum

No. 1

August 19, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, September 5, 2024

Question 1: *Good afternoon, I am looking to bid this job. May i request a copy of the geotechnical report?*

Response 1: **Yes, see attached.**

Client#: 353923 FERRECONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew 32 Old Slip, Suite 3204 New York, NY 10005	CONTACT NAME: Breffni McEntee PHONE (A/C, No, Ext): 646-891-4981 FAX (A/C, No): 646-843-3936 E-MAIL ADDRESS: bmcentee@connerstrong.com
INSURED Ferreira Construction Co, Inc. dba Ferreira Construction Southern Division 13000 SE Flora Avenue Hobe Sound, FL 33455	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Fire Insurance Co. — 23035 INSURER B : AXIS Surplus Insurance Company — 26620 INSURER C : Trisura Specialty Insurance Company — 16188 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			TB2631510814024	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			AS2631510814014	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P00100376214601	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WA263D510814034	07/01/2024	07/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Excess Liability			123AEFFFCC012024	07/01/2024	07/01/2025	$10M Occ. / $20M Agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Evidence of Insurance

CERTIFICATE HOLDER

The Village of North Palm Beach
Permitting Department
420 US Highway 1, Suite 21
North Palm Beach, FL 33408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Michael Traynard

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FERREIRA

CORPORATE RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE PRESIDENT OF FERREIRA CONSTRUCTION CO., INC.
IN LIEU OF A MEETING

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the President of the Corporation at a meeting duly called and held:

LET IT BE RESOLVED that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira
Senior Vice President/ CFO: Jerry Killian
Senior Vice President: Dictinio Garcia
Senior Vice President: Nancy Vliet
Senior Vice President: Brian Delpome
Vice President of Stuart, Florida Operations: John Ciabattari
Vice President of Medley, Florida Operations: Danny Garcia
Vice President of Ferreira Coastal Operations: Brandon Pensick
Vice President of Electrical, Southern Division: Robert Higginbotham
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci
Secretary/Treasurer: Luis Pacheco

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 13th day of June 2023

Nelson Ferreira, President/CEO Ferreira Construction Co., Inc.

THERESE CUCCO
NOTARY PUBLIC OF NEW JERSEY
Commission # 2406057
My Commission Expires 5/2/2028

CONE & GRAHAM
HEAVY CONSTRUCTION

P.O. BOX 310167
TAMPA, FLORIDA 33680
(813) 623-2856

2172 NW RESERVE PARK TRACE
PORT SAINT LUCIE, FL 34986
(561) 727-3939

5101 CONE ROAD
TAMPA, FLORIDA 33610
FAX (813) 620-1602

PROPOSAL

ANCHORAGE PARK BOAT RAMP REPLACEMENT

VILLAGE OF NORTH PALM BEACH

September 5, 2024 AT 3:00PM

CONE & GRAHAM
HEAVY CONSTRUCTION

P.O. BOX 310167
TAMPA, FLORIDA 33680
(813) 623-2856

2172 NW RESERVE PARK TRACE
PORT SAINT LUCIE, FL 34986
(561) 727-3939

5101 CONE ROAD
TAMPA, FLORIDA 33610
FAX (813) 620-1602

Cone and Graham is thrilled to have the opportunity to submit a proposal for the Anchorage Park Boat Ramp Replacement. We are incredibly eager and excited to work with the Village of North Palm on this project.

As a team, Cone and Graham takes pride in our commitment to delivering high-quality results that exceed our clients' expectations. We have a proven track record of successfully completing projects on time and within budget, and we are confident in our ability to bring the same level of excellence to the Anchorage Park Boat Ramp Replacement.

We understand the importance of a well-designed boat ramp for residents and visitors alike, and we are dedicated to ensuring that the new ramp meets the needs of all users.

Cone and Graham values open communication and collaboration with our clients. We believe that clear and transparent communication is key to a successful project, and we are committed to listening to the needs and feedback of the Village of North Palm throughout the process.

Cone and Graham is licensed in the State of Florida and qualified to provide all services requested.

If selected, we understand the work to be done and we are committed to perform the work within the time requested in the RFP. We will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States.

Do to our long-standing relationship with our insurance agent we have the ability to quickly modify and amend our current policies to meet the requirements of the Village.

We are excited about the opportunity to work with the Village of North Palm on the Anchorage Park Boat Ramp Replacement and are confident that our team will be able to deliver a final product that exceeds expectations. Thank you for considering our proposal, and we look forward to the opportunity to bring this project to life.

Thank you,
Robert Graham
President

RFP EXHIBIT "B"
PROPOSER'S ACKNOWLEDGEMENT

SUBMIT ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY (ON A THUMB DRIVE) OF YOUR PROPOSAL TO:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One,
North Palm Beach, FL 33408

RFP TITLE: Anchorage Park Boat Ramp Replacement

Proposal must be received **PRIOR TO 3:00 P.M. on September 5, 2024,** at which time proposals will be opened.

Proposer's Name: Cone & Graham, Inc
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: 59-125201

Address: 5101 Cone road, Tampa, FL 33610

Fax Number: 561-727-3135

Telephone No.: 561-727-3939

E-mail Address: lcorrigan@conegraham.com

Contact representative: Robert Graham

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, to supply Anchorage Park Boat Ramp Replacement Services meeting all specifications, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village Contract in accordance with the terms and conditions of this RFP. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 9 of the RFP.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND PROPOSER

Authorized Representative's Signature — Date: 9/4/24

Robert Graham — Name

President — Position

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

RFP EXHIBIT "C"
PROPOSAL FORM

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Concrete Boat Ramp Reconstruction					
1	Contractor Mobilization / Demobilization	1.0	LS	$96,500.00	$96,500.00
2	Site Preparation, Existing Aluminum Gangway and Pier Temporary Relocation. Inclusive of Reinstallation.	1.0	LS	$26,500.00	$26,500.00
3	Demolition of Existing Boat Ramp (4050 SF+/-), Concrete Block Retaining Wall and Timber Stairs	1.0	LS	$45,000.00	$45,000.00
4	Temporary Sheetpile Cofferdam - Materials and Labor, Includes Underwater Rock, Debris and Old Concrete Bulkhead Remnants Removal, as Necessary	1.0	LS	$132,000.00	$132,000.00
5	Grade and Compact Area for New Boat Ramp Construction	1.0	LS	$39,800.00	$39,800.00
6	Form and Pour New Boat Ramp - Materials and Labor. Includes Base Material Placement, 10" Thick Concrete Slab w/ HDG Steel Reinforcement, Finishing w/ Grooved Pattern and Control Joint Cutting (4085 SF+/-)	4,085.0	SF	$38.48	$157,172.84
7	Form and Pour New Concrete Retaining Walls, One (1) Each Side of New Ramp. (118 LF Total)	118.0	LF	$553.00	$65,254.00
8	Form and Pour New Concrete Stair Systems, One (1) Each Side of New Ramp. Includes Stair Handrails	1.0	LS	$17,300.00	$17,300.00
9	Site Restoration	1.0	LS	$16,000.00	$16,000.00
Total - Concrete Boat Ramp Reconstruction					$595,526.84

Other Costs					
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$10,000.00	$10,000.00
11	Environmental Control Measures	1.0	LS	$5,500.00	$5,500.00
12	Survey Layout and As-builts	1.0	LS	$3,500.00	$3,500.00
13	Existing Scour Repair along Waterward Terminus of Ramp - Allowance	1.0	LS	$5,362.41	$5,362.41
Total - Other Costs					$24,362.41

SUMMARY

Concrete Boat Ramp Reconstruction	$ $595,526.84
Other Costs	$ $24,362.41
Total	**$** $619,889.25

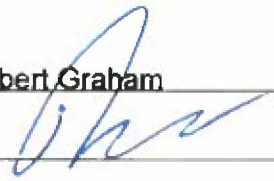
Total Base Bid $619,889.25

Total Base Bid in Writing: six hundred nineteen thousand eight hundred eighty nine dollars and twenty five cents

RFP Exhibit "C" Proposal form has been prepared to include major components of work.
It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

Please print and sign your name below:

Name of Authorized Representative: Robert Graham

Signature of Authorized Representative: 

END OF SECTION

RFP EXHIBIT "D"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by Robert Graham/ President
(print individual's name and title)

for Cone & Graham, Inc
(print name of entity submitting sworn statement)

whose business address is 5101 Cone road, Tampa, FL 33610

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-125201

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

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

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

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

   a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
(Signature)

The foregoing document was sworn and subscribed before me this 4 day of September, 2024 by Robert Graham, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires:
Dec. 26, 2026

KRYSTINA DERIENZO
Notary Public - State of Florida
Commission # HH 307597
My Comm. Expires Dec 26, 2026
Bonded through National Notary Assn.

RFP EXHIBIT "E"

SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Robert Graham/ President
(print individual's name and title)
for Cone & Graham, Inc
(print name of entity submitting sworn statement)

whose business address is 5101 Cone road, Tampa, FL 33610

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-125201

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are 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 or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 4 day of September, 2024 by Robert Graham, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:
Dec. 26, 2026

KRYSTINA DERIENZO
Notary Public - State of Florida
Commission # HH 307597
My Comm. Expires Dec 26, 2026
Bonded through National Notary Assn.

RFP EXHIBIT "F"
CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

As the person authorized to sign this statement on behalf of Cone & Graham, Inc,
I certify that Cone & Graham, Inc complies fully with the above requirements.

Authorized Representative's Signature — 9/4/24 Date

Robert Graham — Name:

President — Position:

CONE & GRAHAM
HEAVY CONSTRUCTION

P.O. BOX 310167
TAMPA, FLORIDA 33680
(813) 623-2856

2172 NW RESERVE PARK TRACE
PORT SAINT LUCIE, FL 34986
(561) 727-3939

5101 CONE ROAD
TAMPA, FLORIDA 33610
FAX (813) 620-1602

ITEM ONE *COMPANY PROFILE*

CONE & GRAHAM
HEAVY CONSTRUCTION

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FAX (813) 620-1602

Company Profile

Cone & Graham, Inc. (C&G) is one of the larger and more experienced Heavy Highway and Marine companies in Florida. C&G has performed virtually all their work for FDOT, Water Management Districts, and local municipalities over the last 45 years and possess an excellent reputation for bringing quality work and integrity to all of our projects. C&G has been incorporated in Florida since 1979. C&G employs over 200 people with offices in Tampa and Port Saint Lucie. C&G is highly qualified and experienced in the construction, widening and rehabilitation of transportation facilities with a history of successful projects throughout Florida as well as rehabilitation of gated water control structures, seawall construction, cofferdams, and weir construction. C&G has been constructing seawalls, bridges, control structures, cofferdams and many other similar marine structures over the past 45 years throughout the east and west coasts of Florida. C&G owns a large fleet of cranes, pile driving equipment, as well as a large assortment of earth moving machines allowing us the flexibility to size equipment to the specific needs of any project.

Robert Graham – President and Treasurer
David Tozlosky – Vice president and Secretary

Legal Name: Cone & Graham, Inc
Address: 5101 Cone Road, Tampa FL 33610
Phone Number: 561-727-3939
Fax: 561-727-3135
Website: www.conegraham.com

CONE & GRAHAM
HEAVY CONSTRUCTION

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Safety Is Our #1 Priority

Cone & Graham is very committed to the safety and health of our employees, customers, the general public and the environment of our communities. All of our clients value the same work environment as we do; for this reason, C&G has established a company safety program that utilizes full-time safety staff as well as other services to assist with the performance of our projects in a safe manner.

All of our employees are pre-employment drug screened, given safety orientations and job-specific training to comply with required regulations. Our Corporate Safety Manual gives guidance to the field supervisors and assists upper management with the company's safety program.

Utilizing appropriate loss control measures, constantly reviewing and upgrading our existing safety program, continuously initiating new safety measures, we have been able to establish and maintain an impressive safety culture.

CONE & GRAHAM
HEAVY CONSTRUCTION

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FAX (813) 620-1602

AWARDS

BIG JOHN MONAHAN BRIDGE – DESIGN BUILD

- Award Winning CPPR of 110.
- DBIA Florida Project of the Year Award (Transportation)
- DBIA Florida Best Overall Project of the Year
- Engineers' Counsil Distinguished Engineering Project Achievement Award
- 2015 FICE Grand Award

D4 DIXIE HIGHWAY FLYOVER BRIDGE –DESIGN BUILD

- Award Winning CPPR of 110
- 2013 ACEC National Grand Conceptor Award
- 2013 FICE Engineering Excellence Grand Award
- 2012 Steel Erectors of America Class II Project of the Year
- DBIA Florida Project of the Year Award (Transportation)

I-95 WEIGH-IN-MOTION – DESIGN BUILD

- 2012 FICE Engineering Excellence Honor Award

DBE UTILIZATION ACHIEVEMENT AWARD

- 2005-2006
- 2006-2007
- 2007-2008
- 2008-2009
- 2009-2010
- 2010-2011
- 2012-2013
- 2013-2014
- 2014-2015
- 2015-2016

MAJOR INTERSTATE AWARD

- 1999 I-4 Tampa
- 2001 Suncoast Parkway Section 3

FLORIDA'S BEST IN CONSTRUCTION –QUALITY CONSTRUCTION

- 2003 RURAL PROJECT: SR 54 Pasco County
- 2006 INTERCHANGE: US 19/Drew Street Interchange, Pinellas County
- 2006 Utility Coordination/Damage Prevention: SR 54, Pasco County
- 2007 Key Royale Drive Bridge, Manatee County
- 2010 Emergency Bridge & Roadway Repair, Lake County
- 2012 SR 93A –Northbound & Southbound Rest Areas, Pasco County
- 2013 Dixie Highway Broward County

FLORIDA'S BEST IN CONSTRUCTION
THE DON HUMPHREY MAINTENANCE OF TRAFFIC

- 2014 SR 60/US 98 Intersection Polk County

U.S. GREEN BUILDING COUNCIL – LEED FOR NEW CONSTRUCTION

- JUNE 2011 Weigh In Motion Station Southbound I-95, Martin County
- MAY 2012 I-75 Pasco County Rest Area, Southbound
- JUNE 2012 I-75 Pasco County Rest Area, Northbound

TOP 10 ROADS AWARD

- 2009 Ulmerton Road Phase 2, St. Petersburg, Florida

TURNPIKE

- 2000 Award of Special Recognition from the Turnpike for the Veterans Expressway Bridge Repair over Independence Parkway.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRAHAM, ROBERT GILLESPIE

CONE & GRAHAM INC
5101 CONE ROAD
TAMPA FL 33610

LICENSE NUMBER: CGC038551

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRAHAM, ROBERT GILLESPIE

CONE & GRAHAM INC
5101 CONE ROAD
TAMPA FL 33610

LICENSE NUMBER: CUC056798

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that CONE & GRAHAM, INC. is a corporation organized under the laws of the State of Florida, filed on July 18, 1979.

The document number of this corporation is 629937.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 6, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of March, 2024



Secretary of State

Tracking Number: 0225547388CU

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(813) 623-2856

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(561) 727-3939

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ITEM TWO

QUALIFICATIONS OF FIRM

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ANCHORAGE PARK BULKHEAD REPAIRS

Owner: Village of North Palm Beach
Reference: Chuck Huff
Position/Title: Village Manager
Organization: Village of North Palm Beach
Phone #: 561-904-2122
Email: chuff@village-npb.org
Contract Price: $672,000.00
Completed: October 2018
Project Location: Palm Beach County, FL

Project Description:
Removal and replacement of seawalls and channel excavation
For this project, Lee Corrigan was the Project Manager at Cone and Graham.



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SEBASTIAN INLET EMERGECNY REPAIRS

Owner: Environmental Science Associates
Reference: James Gray
Position/Title: Executive Director
Organization: Sebastian Inlet District
Phone #: 321-724-5175
Email: jgray@sitd.us
Contract #: 2223-006-ESA
Contract Price: $177,375.00
Completed: February 2023
Project Location: Sebastian, FL

Project Description:
Remove asphalt and replace with local shell rock/coquina rock then replace asphalt in an area that is 6' wide by 300' long. Backfill areas and place 2' of bedding the rest filled by shell rock/coquina.
For this project, Lee Corrigan was the Project Manager at Cone and Graham.



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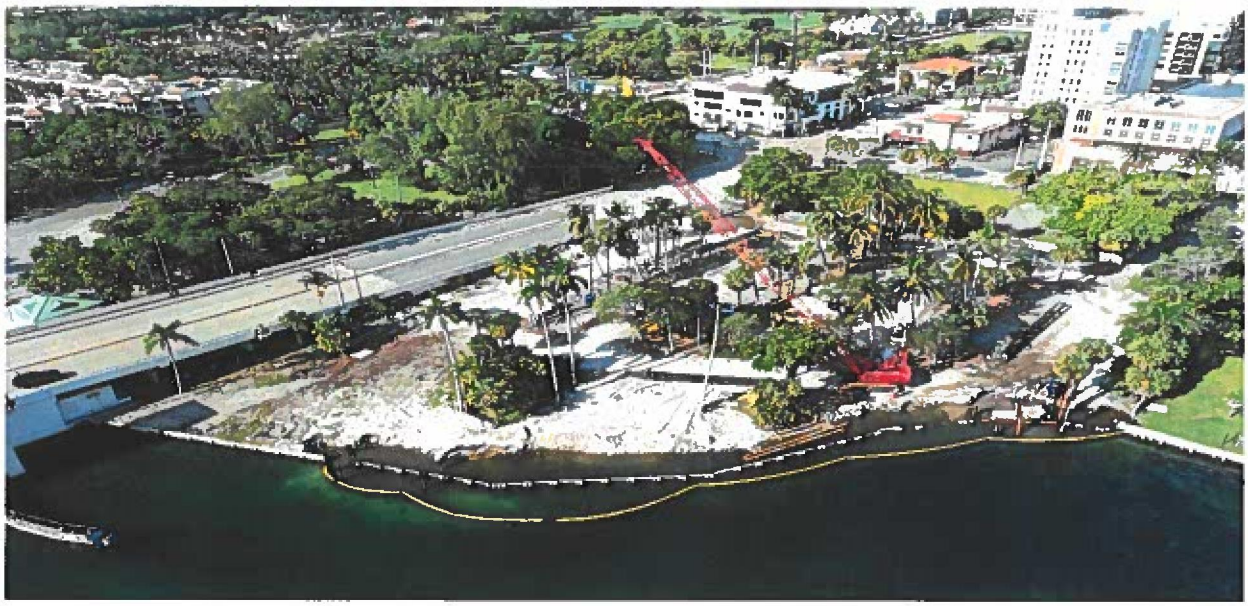
WILDFLOWER SEAWALL REPLACEMENT

Owner: City of Boca Raton
Reference: Elsa Tellez
Position/Title: Chief Construction Inspector
Organization: Boca Raton
Phone #: 561-416-3424
Email: eltellez@myboca.us
Contract Price: $1,346,708.00
Completed: May 2021
Project Location: Palm Beach County, FL

Project Description:
This project includes the installation of a king pile and steel sheet pile seawall. The specific items of work include verification of existing utilities, removal of the existing seawall, installation of "4" prestressed concrete plump and batter piles, installation of precast concrete sheet panels, steel sheet pile, design and installation of a concrete dead-man tie back system, asbestos wall removal and remediation as well as stabilization of the adjacent bascule bridge control room using helical pile underpinning.
For this project, Lee Corrigan was the Project Manager at Cone and Graham.



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C&G Current Workload

SFWMD S-6 Pumpstation Bridge – Complete September 2024
Jensen Beach Causeway FDOT E4W05 – Complete September 2024
St Johns S-157 Control Structure Rehab – Complete in September 2024
Crane Creek M-1 Canal – Complete 2025
Atlantic Fields – Complete 2025 – Design Build
Three Lakes/Apogee – Complete 2025 – Design Build
Oslo FDOT T4639 – Complete 2026

References

Project Name	Project Cost	Location	Date Completed	Company Roll & Responsibility	Key Personal on Project	Reference
Weigh-in Motion Station South Bound I-95 ***Design Build***	$14M	Martin County, FL	June 2011	This Design Build project was a multidisciplinary effort involving roadway, architectural, environmental permitting, S&PM, drainage, signalization, lighting, electrical, mechanical, structural and landscape architecture design. The WIM station is the first LEED Silver Certified weight station in Florida.	Randy Cropp Quinn Wright Joaquin Zamora	Kris Keheres (772) 519-8843 FDOT District 4 Construction 3601 Oleander Ave., Ft. Pierce, FL 34982 Kris.Keheres@dot.state.fl.us
Dixie Highway Flyover Bridge ***Design Build***	$40M	Broward County, FL	July 2012	This Design Build project included the realignment of Dixie Highway, a 4-lane divided urban arterial which bridges the Hillsboro Canal, NE 2nd Ave, Florida East Coast (FEC) Railway, North River Ave, NE 1st Ave and NE 2nd St. In addition to the 1,400' curved steel tub girder mainline structure, a pedestrian pathway structure and an off ramp structure from Dixie Hwy to NE 2nd St were also constructed.	Randy Cropp Quinn Wright Joaquin Zamora	Nadir Rodrigues (954) 777-4385 FDOT District 4 Construction 3400 Commercial Blvd. Fort Lauderdale, FL 33309, Nadir.rodrigues@dot.state.fl.us
I-95 (SR 70 to Indrio Road) ***Design Build***	$18M	St. Lucie County, FL	June 2014	The Design Build project involved construction of two additional inside lanes in each direction along I-95 from approximately 4400' S of SR-70 / Okeechobee Rd (M.P. 14.512) to just south of SR-614 / Indrio Rd (M.P. 23.190) in SLC. Cone & Graham was responsible for the design and construction of all bridge and structural elements, this included the widening of I-95 ramps at the above-mentioned interchanges, widening of SR-68 (Orange Ave), widening of bridges over Interstate 95 over SR-70, widening of Interstate 95 over Angle Rd & Belcher Canal as well as the removal and replacement of I-95 over Kings Hwy. The following installations and modifications were also required: guardrail, end anchorages, barrier wall, attenuators, retaining walls, drainage structures, pavement markings, single and multi-post signs, sound barriers, signalization and roadway lighting.	Randy Cropp Craig Dunkelberger Quinn Wright Joaquin Zamora	Alejandro Uribe (561) 719-0397 Ranger Construction Industries 101 Sansbury Way, West Palm Beach, FL 33411 Alejandro.Uribe@rangerconstruction.com
Big John Monahan Bridge Replacement ***Design Build***	$32M	Martin County, FL	July 2014	This Design Build project involved replacement of the 1,400 Big John Monahan Bridge over the St. Lucie Canal. Innovative design reduced the bridge length through static acquisition of roadway, saving nearly $10M in costs to FDOT. The project was completed 104 days ahead of schedule and provided a $26M cost savings. The Design Build Team was awarded a perfect CPPR score of 110.	Randy Cropp Craig Dunkelberger Quinn Wright Joaquin Zamora	Keheres (772) 519-8843 FDOT District 4 Construction 3601 Oleander Ave., Ft. Pierce, FL 34982 Kris.Keheres@dot.state.fl.us

SR 786 (PGA Blvd) ***Design Build***	$2M	Palm Beach County	February 2017	This project includes design and raising of the existing roadway to create a two-lane undivided facility with two 12 foot travel lanes and 8 foot shoulders (5 foot paved) holding a minimum profile grade of 20.00 (NAVD) from SR 710 to the C-18 Canal.	Randy Cropp Craig Dunkelberger Quinn Wright Joaquin Zamora Frank Ortega	Alejandro Uribe (561) 719-0397 Ranger Construction Industries 101 Sansbury Way, West Palm Beach, FL 33411 Alejandro.Uribe@rangerconstruction.com
I-75 Express Lanes Segment C ***Design Build***	$16M	Broward County, FL	March 2018	The work for this project involved the design and construction of approximately 3.6 miles of new Express Lanes in the median of I-75, which included concrete demolition and reconstruction. C&G served as the bridge contractor being responsible for the phased demolition and reconstruction of the 4-span, 452-foot long by 169-foot wide Miramar Parkway Bridge and the construction of the new Pembroke Road Overpass Bridge, a 452-foot long by 96-foot wide bridge. To minimize interruptions on I-75, C&G completed the full demolition of the spans over I-75 each in a period of approximately 50 hours. The Pembroke Road bridge construction included the setting of 170-foot long FIBs and a 600 cubic yard bridge deck pour that was completed in less than 10 hours minimizing traffic interruptions to the I-75 traffic.	Randy Cropp Craig Dunkelberger Quinn Wright Joaquin Zamora Frank Ortega	Jason Daley (561) 719-0397 Ranger Construction Industries 101 Sansbury Way, West Palm Beach, FL 33411 Jason.Daley@rangerconstruction.com
I-75 Express Lanes Segments D ***Design Build***	9M	Broward County, FL	March 2018	The work for this project involved the design and construction of approximately 3.7 miles of new Express Lanes in the median of I-75 along with related interchange improvements, which included concrete demolition and reconstruction. C&G served as the bridge contractor being responsible for the widening, and raising and deck removal/replacement of the Sheridan Street Bridge and the construction of a new Express Lanes Bridge over the SFWMD C-11 Canal. C&G raised (jacked) the two spans of the Sheridan Street Bridge over I-75 each in a single night, thereby minimizing traffic interruptions. This work was accomplished by raising eight (8) beams (approx. 1,000,000 lbs.) simultaneously using a computerized hydraulic jacking system. C&G also developed and fabricated a specialty-lifting beam that was used to lift/raise the end spans of the Sheridan Street Bridge in one-night operations. Overall Project Value: Approx. $80M.	Randy Cropp Craig Dunkelberger Quinn Wright Joaquin Zamora Frank Ortega	Jason Daley (561) 719-0397 Ranger Construction Industries 101 Sansbury Way, West Palm Beach, FL 33411 Jason.Daley@rangerconstruction.com

I-75 Express Lanes Segments A/B ***Design Build***	55M	Miami, FL	September 2018	The work for this project involved the design and construction of approximately 3.1 miles of new Express Lanes in the median of I-75 along with 2.6 miles of work on the Turnpike (HEFT). C&G served as a bridge contractor being responsible for the construction of seven (7) new bridges with a value of approximately $52M. Four (4) of the bridges are of steel box girder construction, with lengths ranging from about 600 to 2,000 lineal feet. The others are of concrete beam construction. The work involved extensive coordination given its size and complexity, which included concrete demolition and reconstruction. Overall Project Value: Approx. $234M.	Randy Cropp Craig Dunkelberger Quinn Wright Joaquin Zamora Frank Ortega	Chris Perez (786) 600-5000 Community Asphalt Corp / OHL 9675 NW 117th Avenue Suite 108, Miami, FL 33178 Cperez@cacorp.net
Turnpike (CR 712) Midway Road over Turnpike		Saint Lucie County	Septemb er 2020	C&G was a subcontractor to OHLNA for the Jacking of the end spans on bridge # 940050 Midway Road over Turnpike to replace the end bent bearing pads with new neoprene pads and sole plates. All jacking was performed at night under a complete closure of CR612. This project included the installation of temporary lateral bridge restraints, removal of the existing bearing pad assemblies, rehabilitation of concrete pedestals, installation of new weld in place steel angle bracing, steel painting, and installation of fabricated steel keeper assemblies.	Randy Cropp Lee Corrigan Quinn Wright	Pete McRea, P.E. Stantec Engineering 561-307-7924 Pete.mcrea@stantec.com
Turnpike Mainline Over Ten Mile Creek		Saint Lucie County	April 2021	C&G was a subcontractor to OHLNA for the Jacking of the end spans on bridge # 940072 which is Turnpike Mainline over 10 Mile Creek. This project consisted of removal of the existing riveted C-channel crossmembers, modification of existing crossmember connection plates, fabrication, and installation of new larger crossmembers to support the loads from jacking, jacking and removal of the existing bearing pad assemblies, and rehabilitation of concrete pedestals. All work was completed under live traffic and eliminated the shutdown of the turnpike.	Randy Cropp Lee Corrigan Quinn Wright	Pete McRea, P.E. Stantec Engineering 561-307-7924 Pete.mcrea@stantec.com
Brant Drive Bridge Replacement	2.4M	Palm Beach County	December 2022	Brant drive bridge over C-17 Canal is located directly between the city of Boca Raton and the city of Delray Beach. The job consisted of removing an existing 5 span bridge and replacing with a 3 span bridge. Remote vibration monitoring was used on all 4 corners of the bridge adjacent to the older homes. The new bridge added width for 2 new shared used paths and connected the roadway extended 300'+/- in each direction to an intersection. This was a year long project with the road being shut down. Utilities and new lighting were included in this contract. The bridge was 175' long and 51' wide. 18" piles, concrete caps, 15" FSB's and 6 ½" concrete topping with traffic curbs and barrier walls	Randy Cropp Lee Corrigan Quinn Wright	Joe Marzi, P.E. FDOT Palm Beach Operation 561-370-1152

Floresta Drive Improvements Project Phase 2	3.4M	Saint Lucie County	July 2023	Floresta Drive was a 3 phase job in order to keep traffic open. On Floresta Drive over Elkcam waterway, Cone & Graham removed an existing 2 span bridge. Replaced with 3 span new bridge. Overall length of bridge is 150'2". Removed the pedestrian bridge and relocated it to a local park. Remote vibration was used on all corners of the bridge adjacent to the homes. This bridge had a 8-foot raised median, two 11-foot travel lanes, two 7-foot bike lanes, 4-foot shoulder, two 6 foot 6 inch sidewalks. Traffic railing 32" vertical shape with a 2 rail pedestrian bullet rail. We used FSBs, riprap, rubble, bank and shore and 24" prestressed piles.	Randy Cropp Quinn Wright	Benjamin Miller Felix Associates of Florida 772-220-2722 bmiller@felixassociates.net
Turnpike Widen Heft from SR 836 to NW 106th Street	31M	Miami, FL	February 2024	The work for this project includes 5 bridges at the intersection of 836 and the turnpike in Miami. C&G is serving as a bridge contractor being responsible for 5 bridges with an approximate value of $31M. Extensive coordination and work is being done between CSX and C&G on a daily basis. Two of the five bridges are steel bridges: • Ramp A-2A over Heft, SR 836, CSXT RR, & NW 12th Street 1637 feet • Ramp B-3 over Heft, SR 836, CSXT RR, & NW 12th Street 1211 feet All structural steel has been fabricated.	Quinn Wright	Gus Quesada BCC 305-726-5981 gquesada@bcceng.com
St Lucie West over I-95	4.3M	Saint Lucie County	March 2024	This work is part of the St Lucie West Blvd widening project from Commerce Center Drive to Peacock Blvd in the City of Port Saint Lucie. Work on this project includes; constructing a new 3 lane East bound bridge over SR9/I-95, separated 10 feet from the existing bridge. We widened the St Lucie West Blvd to accommodate 2 Eastbound and West bound travel lanes, with a third East bound lane between the SR9/I-95 South bound and North bound ramps.	Randy Cropp Quinn Wright	Lee Watts JMT 407-926-1460 lwatts@jmt.com
66th Ave Widening	5M	Indian River County	March 2024	Converted an existing 2 lane roadway and bridges to 4 lanes to include turning lanes with landscaped medians. Total of 5 multi span bridges. 66th Ave bridge was constructed over the North Relief Canal. 53rd, 57th, 61st and 65th bridges were constructed over the Lateral A canal. All were 18" square concrete piling, FL Slab Beams with a superstructure cover pour. Bridges accommodate multiple sidewalks for pedestrian traffic	Randy Cropp Quinn Wright	Kelly Cowger Consor kcowger@consoreng.com 772-473-6103
CR612 at 74th ave	9M	Indian River County	April 2024	Removal of existing multi span bridge over Lateral canal C. Constructed a new multi span bridge consisting of 18" square concrete piling, FL Slab Beams with a superstructure cover pour. The new bridge has two 12 foot travel lanes with two 10 foot shoulders. Included roadway improvements, the existing rural dirt roads were converted to a new 2 lane urban section with 5 foot shoulders. Drainage upgrades, converted open drainage system to closed system 91 x 58 elliptical concrete RCP pipe with French drains. Completed in 320 days.	Randy Cropp Quinn Wright	Glenn Bridges CPC 321-388-5667 gbridges@cpc-eng.com

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ITEM THREE

CAPACITY USING IN-HOUSE STAFF RESOURCES

RELEVANT EXPERIENCE:

Owner: FDOT. Turnpike (CR 712) Midway Road over Turnpike
St. Lucie County, FL: Jacking Coordinator
Completed September 2020
C&G was a subcontractor to OHLNA for the Jacking of the end spans on bridge # 940050 Midway Road over Turnpike to replace the end bent bearing pads with new neoprene pads and sole plates. All jacking was performed at night under a complete closure of CR612. This project included the installation of temporary lateral bridge restraints, removal of the existing bearing pad assemblies, rehabilitation of concrete pedestals, installation of new weld in place steel angle bracing, steel painting, and installation of fabricated steel keeper assemblies.

Owner: FDOT. Turnpike Mainline Over Ten Mile Creek
St. Lucie County, FL: Jacking Coordinator
Completed April 2021
C&G was a subcontractor to OHLNA for the Jacking of the end spans on bridge # 940072 which is Turnpike Mainline over 10 Mile Creek. This project consisted of removal of the existing riveted C-channel crossmembers, modification of existing crossmember connection plates, fabrication, and installation of new larger crossmembers to support the loads from jacking, jacking and removal of the existing bearing pad assemblies, and rehabilitation of concrete pedestals. All work was completed under live traffic and eliminated the shutdown of the turnpike.

Owner: FDOT Brant Drive Bridge Replacement
Palm Beach County, FL: Estimator & Project Manager
Completed: 3/2023
This project consisted of the complete removal of the existing bridge, construction of a new 175' long 3 span bridge using F.S.B's with a cast in place deck topping. Also included in this project were riprap, drainage, road work, milling, paving, lighting and electrical.

Owner: St Johns Water Management District. Management 96D Structure Rehabilitation
Indian River County, FL: General Manager
November 2020 – August 2021 $1,523,676.50
C&G was contracted by SJRWMD to provide all materials, labor, and equipment necessary for the rehabilitation of the S-96D Structure. The work included temporary cofferdams and dewatering, a preconstruction joint inspection of the structure to determine the extent of hydro demolition of deteriorated concrete, concrete surface restoration, concrete spall repair concrete crack repairs, concrete surface coating, surface preparation and painting of steel sheet piling, repair and coating of miscellaneous metals, repair and painting of the roller gate, fence and handrail demolition and replacement, replacement of the upstream and downstream safety barriers and staff gages, and installation of riprap. **Reference:** Marc Van Heden 321-676-6604 mvanheden@sjrwmd.com
Structure Discharge Capacity: 1000 CFS
Volume of Dewatering: 8-acre feet

Owner: St Johns Water Management District. 96C Structure Rehabilitation
Indian River County, FL: Project Manager
November 2019 – August 2020, $1,985,000.00
C&G was contracted by SJRWMD to provide all materials, labor, and equipment necessary for the rehabilitation of the S-96C Structure. Generally, the scope shall include installing a temporary ACB mattress bypass spillway, cofferdams and dewatering, a pre-construction joint inspection of the structure to determine the extent of concrete repairs required, concrete surface preparation, concrete surface patching, concrete crack repairs, concrete surface coating, surface preparation and painting of steel sheet piling, repair and coating of steel sheet piling and miscellaneous metals, repair and

Lee Corrigan
Construction Estimator/Project Manager

PROFESSIONAL PROFILE:
Lee Corrigan has 16 years' experience in Marine and Heavy Construction.

LICENSES:
- Certified General Contractor CGC1521194

YEARS OF EXPERIENCE: 16

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painting of the roller gate, replacement of the hydraulic operator with an electric cable drum hoist, fence demolition and replacement, replacement of the upstream and downstream safety barriers and staff gauges, and placement and repair of riprap. **Reference:** Marc Van Heden 321-676-6604 mvanheden@sjrwmd.com
Structure Discharge Capacity: 1500 CFS
Volume of Dewatering: 9.93-acre feet

Owner: St Johns Water Management District. 96B Structure Rehabilitation
Indian River County, FL: Project Manager
November 2018 – July 2019, $1,651,290.00
C&G was contracted by SJRWMD to provide all materials, labor, and equipment necessary for the rehabilitation of the S-96B Structure. The work included temporary cofferdams and dewatering, a preconstruction joint inspection of the structure to determine the extent of hydro demolition of deteriorated concrete, concrete surface restoration, concrete spall repair concrete crack repairs, concrete surface coating, surface preparation and painting of steel sheet piling, repair and coating of miscellaneous metals, repair and painting of the roller gate, fence and handrail demolition and replacement, replacement of the upstream and downstream safety barriers and staff gages, and installation of riprap. **Reference:** Marc Van Heden 321-676-6604 mvanheden@sjrwmd.com
Structure Discharge Capacity: 1000 CFS
Volume of Dewatering: 14.4-acre feet

FPL PFM Flood Wall:
Design Build of a +/- 450 WF of Water Tight Steel Sheet Pile Wall
Position: Estimator and Project Manager
Project Value: $750,000.00
Scope:
The scope of this project was to develop a water tight wall design that would hold back potential storm surge from flooding the plant and could be installed within a 10' wide work area delineated by the top of canal bank and live pressurized natural gas lines that were activly supplying fuel to the turbine generators within the plant. Lee developed a steel sheet pile wall design that utilized an interlock sealant that expands after it is driven to creat water tight sheet pile interlocks. To install the sheet pile Lee brought in a specialized mini crane that was able to set and drive the sheet pile with a combination of vibratory hammer and air impact hammer.

Waterway Park Jupiter Florida:
Position: Estimator and Project Manager
Project Value: $5,000,000.00
Scope:
The Project involved installation of approximatley 1800lf of steel sheet pile, 1800lf of of steel reinforced concrete cap, three double boat ramps, dreding, dewatering, and construction of concrete floating dock system with aluminum gangways, installation of riprap and construction of a 120lf timber fishing pier.

Torry Island Fishing Pier, Belle Glade:
Position: Estimator and Project Manager
Project Value: $800,000.00
Scope:
Demolition of the existing 3000sf timber pier, grading of the existing shoreline, installsation of +/- 1000tons of riprap, installation of concrete piling, construction of three concrete access ramp abutments, construiction of the heavy timber substructure, installation of premium decking, construction of timber handrailings, and the design build of an aluminum floating dock with an aluminum gangway.

FPL Canaveral Plant Manatee Heating Area Relocation, Cocoa Florida:
Position: Project Manager
Project Value: $1,500,000.00
Scope:
The Project Consisted of the demolition of approximatly 600LF of Vinyl Sheet Pile within the plant intake canal, 1500cy of diver assisted hydraulic dredging,
Construction of a geotube dewatering area for the dredging system, design and implementation of dredge system, installation of +/- 800lf vinyl sheet pile, Installation of +/- 1000' of 10" and 18" underwater hot water piping system to heat the manatee heating area as well as misc. site work.

PROFILE

Randy was born in Good Samaritan Hospital in 1957. He resided in West Palm Beach until 1993. He moved to Tequesta Fl and presently resides at this location. Randy earned his Real Estate and General Contractor's license while working 8 years for Palm Beach Ocean Realty and G.R. Barbato Construction Company located at 242 South County Road back in the 1980's. Randy then spent 16 Years working for The Murphy Construction Co. During his tenure with Murphy Randy worked on approximately 30 docks, 20 Seawalls for Palm Beach Town Residents, The Breakers, Lilly Pulitzer and sheet pile walls for the properties located next to the Breakers, Constructed the multimillion-dollar pump station located just west of the Four Arts Society Complex. Randy has since joined Cone & Graham for the last 16 years. Randy has developed the East Coast Division of Cone & Graham from the ground up. Cone and Graham works on Marine Projects, Bridges, Water Control Structures and other major civil projects.

RELEVANT EXPERIENCE:

Owner: FDOT. CR612 Over Lateral Canal Bridge No. 88424
Indian River County, FL : Project Manager
Complete April 2024
Removal of existing multi span bridge over Lateral canal C. Constructed a new multi span bridge consisting of 18" square concrete piling, FL Slab Beams with a superstructure cover pour. The new bridge has two 12 foot travel lanes with two 10 foot shoulders. Included roadway improvements, the existing rural dirt roads were converted to a new 2 lane urban section with 5 foot shoulders. Drainage upgrades, converted open drainage system to closed system 91 x 58 elliptical concrete RCP pipe with French drains.
Completed in 320 days.

66th Avenue Roadway Widening
Indian River County, FL : Project Manager
Complete March 2024
Converted an existing 2 lane roadway and bridges to 4 lanes to include turning lanes with landscaped medians. Total of 5 multi span bridges. 66th Ave bridge was constructed over the North Relief Canal. 53rd, 57th, 61st and 65th bridges were constructed over the Lateral A canal. All were 18" square concrete piling, FL Slab Beams with a superstructure cover pour. Bridges accommodate multiple sidewalks for pedestrian traffic

Floresta Drive Improvements Project Phase 2
Saint Lucie County, FL : Project Manager
Completed July 2023
Floresta Drive was a 3 phase job in order to keep traffic open. On Floresta Drive over Elkcam waterway, Cone & Graham removed an existing 2 span bridge. Replaced with 3 span new bridge. Overall length of bridge is 150'2". Removed the pedestrian bridge and relocated it to a local park. Remote vibration was used on all corners of the bridge adjacent to the homes. This bridge had a 8-foot raised median, two 11-foot travel lanes, two 7-foot bike lanes, 4-foot shoulder, two 6 foot 6 inch sidewalks. Traffic railing 32" vertical shape with a 2 rail pedestrian bullet rail. We used FSBs, riprap, rubble, bank and shore and 24" prestressed piles.

Owner: FDOT. Brant Drive Bridge Replacement

Randy Cropp
East Coast Division Manager for Cone & Graham

PROFESSIONAL PROFILE:
Randy has 40 years of Building . Civil Roadway, Marine Bridge construction and bridge replacement experience. His project management experience includes bridges, water control structures, pump stations, sound walls, artificial reefs, ocean fishing piers and marinas. He also has extensive experience in Value Engineering and Design Build work.

REGISTRATIONS:
Licensed General Contractor – CGC056865

CERTIFICATIONS:
Railroad Safety Training Certified

Qualified Army Corp of Engineers, Construction Quality Control Management

Qualified Stormwater Management Inspector

Dispute Review Board Certified

OSHA 10-Hour Construction Safety

EDUCATION:
University of South Florida – BA Business and Marketing

AFFILIATIONS:
Associated General Contractors of America

Florida Transportation Builders Association

FTBA/FDOT Structures Chairman 2004-2018

FTBA/FDOT Member Specifications Committee

TOTAL YEARS EXPERIENCE: *40 Years*

Palm Beach County, FL : Project Manager
Completed December 2022
Brant drive bridge over C-17 Canal is located directly between the city of Boca Raton and the city of Delray BeacH. The job consisted of removing an existing 5 span bridge and replacing with a 3 span bridge. Remote vibration monitoring was used on all 4 corners of the bridge adjacent to the older homes. The new bridge added width for 2 new shared used paths and connected the roadway extended 300'+/- in each direction to an intersection. This was a year long project with the road being shut down. Utilities and new lighting were included in this contract. The bridge was 175' long and 51' wide. 18" piles, concrete caps, 15" FSB's and 6 ½" concrete topping with traffic curbs and barrier walls

Owner: FDOT. Turnpike (CR 712) Midway Road over Turnpike
St. Lucie County, FL: Project manager
Completed September 2020
C&G was a subcontractor to OHLNA for the Jacking of the end spans on bridge # 940050 Midway Road over Turnpike to replace the end bent bearing pads with new neoprene pads and sole plates. All jacking was performed at night under a complete closure of CR612. This project included the installation of temporary lateral bridge restraints, removal of the existing bearing pad assemblies, rehabilitation of concrete pedestals, installation of new weld in place steel angle bracing, steel painting, and installation of fabricated steel keeper assemblies.

Owner: FDOT. Turnpike Mainline Over Ten Mile Creek
St. Lucie County, FL: Project Manager
Completed April 2021
C&G was a subcontractor to OHLNA for the Jacking of the end spans on bridge # 940072 which is Turnpike Mainline over 10 Mile Creek. This project consisted of removal of the existing riveted C-channel crossmembers, modification of existing crossmember connection plates, fabrication, and installation of new larger crossmembers to support the loads from jacking, jacking and removal of the existing bearing pad assemblies, and rehabilitation of concrete pedestals. All work was completed under live traffic and eliminated the shutdown of the turnpike.

Owner: Broward County Sheridan over Turnpike Span 3 Impact Damage Repairs
St. Lucie County, FL: Project Manager
Completed December 2022
C&G was contracted to perform emergency demolition and reconstruction of Span #3 on Sheridan Street Bridge over North bound turnpike. C&G developed plans, implemented M.O.T., demolished the existing superstructure, removed the two broken beams, reinstalled 2 new 36" F.I.B.'s, formed the new bridge deck to match the existing, installed reinforcing steel, poured, and cured the new deck, formed and pours a new reinforce sidewalk and reinstalled the pedestrian fencing.

North Palm Beach Marina, North Palm Beach, Fl. this project consisted of a +-1,000/lf of a new seawall, removal of portions of the existing seawall, removal of the existing docks and mooring piles. Completed in 2017 for 1.1 million

PGA Marina, Palm Beach Gardens, Fl. This project consisted of a new seawall cap, rehabilitation of the existing seawall, 9 new piers, 5 each 20,00/lb boat lifts, 5 each 30,000/lb boat lifts and installation of a new floating dock. Completed in 2018 for 1.2 million

Big John Monahan Bridge, Martin County, FDOT District 4: East Coast Division Structures Superintendent. This ***Design Build*** project is a six span, 900 foot long FIB beam bridge. The Design Build team shortened the bridge from 1400 feet to 900 feet using innovation and the acquisition of private property. This project finished ahead the original contract time and received a 110 CPPR score from the FDOT

Dixie Highway, Broward and Palm Beach County, FDOT District 4: East Coast Division Structures Superintendent. ARRA ***Design Build*** of the Dixie Highway Project, steel box girder major bridge, from South of Hillsboro Blvd to north of the Hillsboro Canal including the realignment of Dixie Highway over the CSX Railroad and Pedestrian Bridges. Mass Concrete Specialist. This project finished ahead the original contract time and received a 110 CPPR score from the FDOT

I-95 Bridges, Fort Pierce and St. Lucie County, FL: East Coast Division Structures Superintendent. The ***Design Build*** project consisted of five bridges on 95 in Fort Pierce. Over SR-70 (Okeechobee Road), Over SR-68 (Orange Avenue), Kings Highway, Belcher Canal and Orange Avenue Ramp Bridge. A combination of steel and concrete. Mass Concrete Specialist

I-75 Express Lanes – Segment C (Design / Build)
Broward County, FL: East Coast Division Structures Superintendent.
The work for this project involved the design and construction of approximately 3.6 miles of new Express Lanes in the median of I-75. C&G served as the bridge contractor being responsible for the phased demolition and reconstruction of the 4-span, 452-foot long by 169-foot wide Miramar Parkway Bridge and the construction of the new Pembroke Road Overpass Bridge, a 452-foot long by 96-foot wide bridge. To minimize interruptions on I-75, C&G completed the full demolition of the spans over I-75 each in a period of approximately 50 hours. The Pembroke Road bridge construction included the setting of 170-foot long FIBs and a 600 cubic yard bridge deck pour that was completed in less than 10 hours minimizing traffic interruptions to the I-75 traffic. Overall Project Value: Approx. $80M.

I-75 Express Lanes – Segment D (Design / Build)
Broward County, FL: East Coast Division Structures Superintendent.
The work for this project involved the design and construction of approximately 3.7 miles of new Express Lanes in the median of I-75 along with related interchange improvements. C&G served as the bridge contractor being responsible for the widening and raising and deck removal/replacement of the Sheridan Street Bridge and the construction of a new Express Lanes Bridge over the SFWMD C-11 Canal. C&G raised (jacked) the two spans of the Sheridan Street Bridge over I-75 each in a single night, thereby minimizing traffic interruptions. This work was accomplished by raising eight (8) beams (approx. 1,000,000 lbs.) simultaneously using a computerized hydraulic jacking system. C&G also developed and fabricated a specialty-lifting beam that was used to lift/raise the end spans of the Sheridan Street Bridge in one-night operations. Overall Project Value: Approx. $80M.

I-75 Express Lanes – Segments A/B (Design / Build)
Broward and Dade Counties, FL: East Coast Division Structures Superintendent.
The work for this project involved the design and construction of approximately 3.1 miles of new Express Lanes in the median of I-75 along with 2.6 miles of work on the Turnpike (HEFT). C&G served as a bridge contractor being responsible for the construction of seven (7) new bridges with a value of approximately $52M. Four (4) of the bridges are of steel box girder construction, with lengths ranging from about 600 to 2,000 lineal feet. The others are of concrete beam construction. The work involved extensive coordination given its size and complexity. Overall Project Value: Approx. $233M.

The following projects were completed by Randy Cropp while employed for 16 years by The Murphy Construction Co. and below is a small sample of relative projects

Juno Beach Pier. Juno Beach Fl. This project was completed by Randy Cropp as the Project Manager. The pier was approximately 900' long valued at $3 million plus. The pier Consisted of electrical and plumbing along with a Building at the foot of the pier.

Dania Beach Pier, Dania Beach Fl. This was the first Design Build pier in the state. Randy Cropp as project Manager with Murphy Construction worked with Brian Rheault, P.E. on the design of this pier. The pier was a 5 million dollar 1000/lf long with a 5,000/sf slab for a future restaurant. The design of the pier was the 2nd pier in the state to use a top down construction method

Lake Worth Pier, Lake Worth, Fl. Removing the existing pier and constructing a new 900'. This was the first pier in the state that used the top down construction method. This method was developed and used on all future piers constructed in the state and now being used in other states. Randy Cropp as Project Manager assisted in the development of this method of construction in conjunction with the pier designer Brian Rheault.

Sailfish Marina. Palm Beach Shores, FL. Replacement of the north dock and partial seawall replacement

Sailfish Club, Palm Beach, Fl. Placing a new Sewall and replacement of the center dock

Town of Palm Beach Docks, Palm Beach, Fl. replacing piles for the Town of Palm Beach docks

Boynton Beach Emergency Seawall, Boynton Beach, Fl. Placing a new Ocean Steel Sheet Pile Seawall for over 1000' on the east side of A1A

Town of Palm Beach Four Arts Society Pump Station, Palm Beach, Fl. Construction of a new Pump Station that pumped storm water into the intracoastal located west of the Four Arts Society.

RELEVANT EXPERIENCE:

Owner: FDOT/Indian River County – CR612 at 74th Ave
Indian River County, FL : General Superintendent
Completed April 2024 Approximately $9,000.000.00
Removal of existing multi span bridge over Lateral canal C. Constructed a new multi span bridge consisting of 18" square concrete piling, FL Slab Beams with a superstructure cover pour. The new bridge has two 12 foot travel lanes with two 10 foot shoulders. Included roadway improvements, the existing rural dirt roads were converted to a new 2 lane urban section with 5 foot shoulders. Drainage upgrades, converted open drainage system to closed system 91 x 58 elliptical concrete RCP pipe with French drains.
Completed in 320 days.

Owner: FDOT – St Lucie West Blvd at SR9/I-95
Saint Lucie County, FL : General Superintendent
Completed March 2024 $4,373,683.24
This work is part of the St Lucie West Blvd widening project from Commerce Center Drive to Peacock Blvd in the City of Port Saint Lucie. Work on this project includes; constructing a new 3 lane East bound bridge over SR9/I-95, separated 10 feet from the existing bridge. We widened the St Lucie West Blvd to accommodate 2 Eastbound and West bound travel lanes, with a third East bound lane between the SR9/I-95 South bound and North bound ramps. Installed fencing retrofits on the North side of the existing West bound bridge and new fence railing on the East bound bridge.

Owner: FDOT – 66th Ave Widening from 49th street to 73rd street
Indian River County, FL : General Superintendent
Completed March 2024 Approximately $5,000,000.00
Converted an existing 2 lane roadway and bridges to 4 lanes to include turning lanes with landscaped medians. Total of 5 multi span bridges. 66th Ave bridge was constructed over the North Relief Canal. 53rd, 57th, 61st and 65th bridges were constructed over the Lateral A canal. All were 18" square concrete piling, FL Slab Beams with a superstructure cover pour. Bridges accommodate multiple sidewalks for pedestrian traffic.

Owner: FDOT. Turnpike (CR 712) Midway Road over Turnpike
St. Lucie County, FL: General Superintendent
Completed September 2020
C&G was a subcontractor to OHLNA for the Jacking of the end spans on bridge # 940050 Midway Road over Turnpike to replace the end bent bearing pads with new neoprene pads and sole plates. All jacking was performed at night under a complete closure of CR612. This project included the installation of temporary lateral bridge restraints, removal of the existing bearing pad assemblies, rehabilitation of concrete pedestals, installation of new weld in place steel angle bracing, steel painting, and installation of fabricated steel keeper assemblies.

Owner: FDOT. Turnpike Mainline Over Ten Mile Creek
St. Lucie County, FL: General Superintendent
Completed April 2021
C&G was a subcontractor to OHLNA for the Jacking of the end spans on bridge # 940072 which is Turnpike Mainline over 10 Mile Creek. This project consisted of removal of the existing riveted C-channel crossmembers, modification of existing crossmember connection plates, fabrication and installation of new larger crossmembers to support the loads from jacking, jacking and removal of the existing bearing pad assemblies, and rehabilitation of concrete pedestals. All work was completed under live traffic and eliminated the shutdown of the turnpike.

Owner: Broward County Sheridan over Turnpike Span 3 Impact Damage Repairs
St. Lucie County, FL: General Superintendent
Completed December 2022
C&G was contracted to perform emergency demolition and reconstruction of Span #3 on Sheridan Street Bridge over North bound turnpike. C&G developed plans, implemented M.O.T., demolished the existing superstructure, removed the two broken beams, reinstalled 2 new 36" F.I.B.'s, formed the new bridge deck to match the existing, installed reinforcing steel, poured, and cured the new deck, formed and pours a new reinforce sidewalk and reinstalled the pedestrian fencing.

Owner: FDOT. I-75 Express Lanes – Segment D/Sheridan Street Bridge Jacking (Design / Build)
Broward County, FL: Structural Superintendent
January 2015 – April 2016 $8,015,958.00
The work for this project involved the design and construction of approximately 3.7 miles of new Express Lanes in the median of I-75 along with related interchange improvements. C&G served as the bridge



Anthony "Quinn" Wright

General Superintendent

PROFESSIONAL PROFILE:

Quinn has 31 years of bridge construction experience. His general superintendent duties include roadway projects that consist of bridge repair, replacements and widenings.

CERTIFICATIONS:

- *OSHA10-Hour Construction Safety*
- *OSHA 30 Hour*
- *Pile Driving Inspectors Qualification Course – CTQP*
- *ACI Concrete Field Technician – Level 1*
- *ACI Concrete Field Technician – Level 2*
- *Florida Advanced Work Zone Traffic Control Course (ATTSA)*
- *Certified Slings & Supply*
- *Advanced Rigging Course*
- *Certified Crane Signal Course*
- *IVES – Certified Equipment Operator / Aerial Work Platform / Boom Lift*
- *First Aid Training*

TOTAL YEARS EXPERIENCE:

Quinn has 31 years of experience working in and around industrial/heavy construction

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contractor being responsible for the widening and raising and deck removal/replacement of the Sheridan Street Bridge and the construction of a new Express Lanes Bridge over the SFWMD C-11 Canal. C&G raised (jacked) the two spans of the Sheridan Street Bridge over I-75 each in a single night, thereby minimizing traffic interruptions. This work was accomplished by raising eight (8) beams (approx. 1,000,000 lbs.) simultaneously using a computerized hydraulic jacking system. C&G also developed and fabricated a specialty-lifting beam that was used to lift/raise the end spans of the Sheridan Street Bridge in one-night operations. **Reference**: Paul Lampley 954-790-2413 paul.lampley@dot.state.fl.us

Owner: FDOT. Turnpike Widen Heft from SR 836 to NW 106th Street
Miami-Dade County, FL: General Superintendent
September 2019 Approximately $31,000,000.00
The work for this project includes 5 bridges at the intersection of 836 and the turnpike in Miami. C&G is serving as a bridge contractor being responsible for 5 bridges with an approximate value of $31M. Extensive coordination and work is being done between CSX and C&G on a daily basis. Two of the five bridges are steel bridges:

- Ramp A-2A over Heft, SR 836, CSXT RR, & NW 12th Street
  1637 feet
- Ramp B-3 over Heft, SR 836, CSXT RR, & NW 12th Street
  1211 feet

All structural steel has been fabricated.
I was able to complete this job 1 year ahead of schedule while holding the highest standards of safety.
Reference: Gus Quesada 305-726-5981 gquesada@nmdceng.net

Owner: Indian River County. SR 60 and 43rd Intersection Improvements
Indian River County, FL: General Superintendent
May 2020 – July 2021 $1,621,000.00
The scope of this project was to widen the existing bridge by adding 3 additional lanes of traffic. The work included, bridge demolition, driven pile foundations, cast in place concrete pile caps, installation of custom prestressed bridge beams, cast in place concrete superstructure, cast in place light weight concrete traffic separator. **Reference:** William Adams 813-927-6011 wadams@consoreng.com

Owner: St Johns Water Management District. Management 96D Structure Rehabilitation
Indian River County, FL: General Superintendent
November 2020 – August 2021 $1,523,676.50
C&G was contracted by SJRWMD to provide all materials, labor, and equipment necessary for the rehabilitation of the S-96D Structure. The work included temporary cofferdams and dewatering, a preconstruction joint inspection of the structure to determine the extent of hydro demolition of deteriorated concrete, concrete surface restoration, concrete spall repair concrete crack repairs, concrete surface coating, surface preparation and painting of steel sheet piling, repair and coating of miscellaneous metals, repair and painting of the roller gate, fence and handrail demolition and replacement, replacement of the upstream and downstream safety barriers and staff gages, and installation of riprap. **Reference:** Marc Van Heden 321-676-6604 mvanheden@sjrwmd.com
Structure Discharge Capacity: 1000 CFS
Volume of Dewatering: 8-acre feet

Owner: St Johns Water Management District. 96C Structure Rehabilitation
Indian River County, FL: General Superintendent
November 2019 – August 2020, $1,985,000.00
C&G was contracted by SJRWMD to provide all materials, labor, and equipment necessary for the rehabilitation of the S-96C Structure. Generally, the scope shall include installing a temporary ACB mattress bypass spillway, cofferdams and dewatering, a pre-construction joint inspection of the structure to determine the extent of concrete repairs required, concrete surface preparation, concrete surface patching, concrete crack repairs, concrete surface coating, surface preparation and painting of steel sheet piling, repair and coating of steel sheet piling and miscellaneous metals, repair and painting of the roller gate, replacement of the hydraulic operator with an electric cable drum hoist, fence demolition and replacement, replacement of the upstream and downstream safety barriers and staff gauges, and placement and repair of riprap. **Reference:** Marc Van Heden 321-676-6604 mvanheden@sjrwmd.com
Structure Discharge Capacity: 1500 CFS
Volume of Dewatering: 9.93-acre feet

Owner: St Johns Water Management District. 96B Structure Rehabilitation
Indian River County, FL: General Superintendent
November 2018 – July 2019, $1,651,290.00
C&G was contracted by SJRWMD to provide all materials, labor, and equipment necessary for the rehabilitation of the S-96B Structure. The work included temporary cofferdams and dewatering, a preconstruction joint inspection of the structure to determine the extent of hydro demolition of deteriorated concrete, concrete surface restoration, concrete spall repair concrete crack repairs, concrete surface coating, surface preparation and painting of steel sheet piling, repair and coating of miscellaneous metals, repair and painting of the roller gate, fence and handrail demolition and replacement, replacement of the upstream and downstream safety barriers and staff gages, and installation of riprap. **Reference:** Marc Van Heden 321-676-6604 mvanheden@sjrwmd.com
Structure Discharge Capacity: 1000 CFS
Volume of Dewatering: 14.4-acre feet

Owner: Palm Beach County. Sandalfoot Blvd & State Road 7 and SW 3rd Street
Palm Beach County, FL: General Superintendent
January 2018 – August 2019 $1,700,000.00

The scope of work was to remove and replace two bridges in four phases. The work included bridge demolition, precast concrete sheet pile fabrication, installation of concrete pile and panel seawall, driven pile foundations, cast in place concrete substructure, placement of prestressed concrete deck units, post tensioning, cast in place concrete barrier walls, cast in place concrete approach slabs, and riprap. **Reference:** John Kopelakis 561-684-4180 jkopelak@pbcgov.org

Owner: FDOT. I-75 Express Lanes – Segments A/B (Design / Build)
Broward and Dade Counties, FL: Structural Superintendent
June 2015 – April 2018 $52,686,232.54
The work for this project involved the design and construction of approximately 3.1 miles of new Express Lanes in the median of I-75 along with 2.6 miles of work on the Turnpike (HEFT). C&G served as a bridge contractor being responsible for the construction of seven (7) new bridges. Four (4) of the bridges are of steel box girder construction, with lengths ranging from about 600 to 2,000 lineal feet. The others are of concrete beam construction. The work involved extensive coordination given its size and complexity. **Reference:** Ed Perez 561-248-0696 eperez@corradino.com

Owner: FDOT. I-75 Express Lanes – Segment C (Design / Build)
Broward County, FL: Structural Superintendent
June 2014 – May 2017 $14,720,613.00
The work for this project involved the design and construction of approximately 3.6 miles of new Express Lanes in the median of I-75. C&G served as the bridge contractor being responsible for the phased demolition and reconstruction of the 4-span, 452-foot long by 169-foot wide Miramar Parkway Bridge and the construction of the new Pembroke Road Overpass Bridge, a 452-foot long by 96-foot wide bridge. To minimize interruptions on I-75, C&G completed the full demolition of the spans over I-75 each in a period of approximately 50 hours. The Pembroke Road bridge construction included the setting of 170-foot long FIBs and a 600 cubic yard bridge deck pour that was completed in less than 10 hours minimizing traffic interruptions to the I-75 traffic. **Reference:** Paul Lampley 954-790-2413 paul.lampley@dot.state.fl.us

Owner: FDOT. Dixie Highway, Broward and Palm Beach County, FDOT District 4:
Structural General Superintendent
August 2009 – July 2012 $39,525,385.00
ARRA ***Design Build*** of the Dixie Highway Project, steel box girder major bridge, from South of Hillsboro Blvd to north of the Hillsboro Canal including the realignment of Dixie Highway over the FEC Railroad. Mass Concrete Specialist. **Reference:** Nadir Rodrigues 954-777-4385 nadir.rodrigues@dot.state.fl.us

Owner: FDOT. Big John Monahan Bridge, Martin County, FDOT District 4:
Structural General Superintendent
March 2012 – July 2014 $31,906,521.00
This ***Design Build*** project is a six span, 900 foot long FIB beam bridge. The Design Build team shortened the bridge from 1400 feet to 900 feet using innovation and the acquisition of private property. This project abutted the CSX Railroad tracks. **Reference:** Kris Keheres 772-519-8843 kris.keheres@dot.state.fl.us

Owner: FDOT. I-95 Bridges, Fort Pierce and St. Lucie County, FL:
Structural General Superintendent.
March 2011- May 2014 $18,099,015.28
The ***Design Build*** project consisted of five bridges on 95 in Fort Pierce. Over SR-70 (Okeechobee Road), Over SR-68 (Orange Avenue), Kings Highway, Belcher Canal and Orange Avenue Ramp Bridge. A combination of steel and concrete. Mass Concrete Specialist. **Reference:** Chris Perez 786-600-5000 cperez@cacorp.net

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P.O. BOX 310167
TAMPA, FLORIDA 33680
(813) 623-2856

2172 NW RESERVE PARK TRACE
PORT SAINT LUCIE, FL 34986
(561) 727-3939

5101 CONE ROAD
TAMPA, FLORIDA 33610
FAX (813) 620-1602

Cone & Graham has 9 highly qualified foreman with full crews. These crews consist of skilled workers who are adept at various construction tasks and possess the qualifications needed to ensure that projects are completed efficiently, effectively and timely.
They prioritize safety and follow all safety protocols.

They are in constant contact with our General Superintendent, Quinn Wright, who makes sure all safety and construction needs are being met.

By having qualified skilled construction crews, you can have confidence that this project will be completed to the highest standards of quality and safety.

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ITEM FOUR

EQUIPMENT CAPACITY AND AVAILABILITY

EQUIPMENT LIST CONE AND GRAHAM 3/30/2022

UNIT #	DESCRIPTION	SERIAL #	YEAR	Inspected
	CRANES			
401	TADANO GR-1000XL-4 RT CRANE	RA0954	2021	QUINN
409	AMER. 5530 TRUCK CRANE	8101A02626	1981	5-Apr-2021
576	AMERICAN 9310A CRANE	AC-3557	1991	5-Apr-2021
616	TADANO GR-1000XL RT CRANE	548593	2014	7-Oct-2021
626	TADANO GR-750XL RT CRANE	548967	2014	7-Oct-2021
630	KOBELCO CK2750G CRAWLER CRANE	JD05-03215	2015	7-Oct-2021
655	GROVE RT770E ROUGH TERRAIN CRANE	235526	2016	5-Apr-2021
660	MANITOWOC MLC165-1 182 TON CRANE	91651105	2017	3-Jun-2021
674	MANITOWOC 11000 CRANE	110001210	2017	9-Dec-2022
681	Grove GHC130 Track RT	130.5.231	2020	1-Feb-2022
699	KOBELCO CK2750G CRAWLER CRANE	JD05-03228	2015	16-Sep-2021
	DOZERS			
619	KOMATSU D39PX DOZER	90602	2015	
620	KOMATSU D39PX DOZER	90631	2015	
671	Komatsu D61PXi DOZER	40446	2017	
683	Komatsu D61 DOZER	B61391	2020	
408	Deere 650K DOZER	1T0650KKPMF404720	2021	
	GRADERS			
622	CAT 12M2 GRADER	0R9S00353	2014	
679	CAT 12M3 GRADER	N9F01312	2019	
TBD	CAT 12M (NEW UNIT PENDING DELIVERY)	TBD	2022	
	EXCAVATORS			
590	CAT 330DL EXCAVATOR	0MWP01050	2007	
599	NEW HOLLAND EH215 LONG REACH EX	N4DA21145	2005	
600	GRADALL XL3300 EXCAVATOR	210018092	2007	
604	CAT 311CU EXCAVATOR	CKE01873	2007	
625	CAT 305E MINI EXCAVATOR/HAMMER	0XFA03806	2014	
657	KOMATSU PC490LC-11 EXCAVATOR	A41456	2016	
669	CAT 336F EXCAVATOR	RKB10143	2017	
670	BOBCAT E50 EXCAVATOR	AJ1813539	2017	
672	CAT 336F EXCAVATOR	RKB02155	2017	
675	BOBCAT E35i MINI EXCAVATOR	B3Y213501	2018	
682	Komatsu PC490LCi-11 EXCAVATOR	A45159	2020	
688	Komatsu PC490LCi-11 EXCAVATOR	A45170	2020	
692	Komatsu PC290LC-11 EXCAVATOR	K73289	2020	
695	Caterpillar 315F Excavator	TDY14269	2020	
697	Komatsu PC240 Long Stick Excavator	A22502	2020	

EQUIPMENT LIST CONE AND GRAHAM 3/30/2022

UNIT #	DESCRIPTION	SERIAL #	YEAR	Inspected
	LOADERS			
405	DEERE 644P LOADER	1DW644PAJMLZ12578	2021	
406	DEERE 644P LOADER	1DW644PATMLZ11927	2021	
407	DEERE 644P LOADER			
410	CAT 950M LOADER	J1S03532	2021	
513	DEERE 210LE LOADER BOX/BLADE	834838	1997	
584	KOMATSU WA320-5 LOADER	A32810	2006	
592	KOMATSU WA320-5 LOADER	A33057	2007	
593	DEERE JD 310G LOADER/BACKHOE	962311	2007	
595	KOMATSU WA380-6 LOADER	A53256	2007	
598	DEERE 210LE LOADER BOX/BLADE	880813	2006	
602	CAT 938G LOADER	RTB03580	2007	
605	KOMATSU WA-380-6 LOADER	A53457	2008	
606	CAT 416E LOADER BACKHOE	SHA02562	2007	
617	Komatsu WA380-7 LOADER	A64510	2015	
618	Komatsu WA380-7 LOADER	A64564	2015	
621	CAT 416F LOADER/BACKHOE	0KSF01740	2014	
623	CAT 950K LOADER	R4A02768	2014	
624	CAT 938K LOADER	SWL03120	2014	
628	DEERE 304K LOADER	1LU304KXLZB035125	2014	
658	KOMATSU WA-380-8 LOADER QC	A74329	2016	
661	CAT 938M LOADER	J3R03187	2016	
662	CAT 938M LOADER	J3R02692	2016	
663	CAT 950M LOADER	EMB03634	2016	
685	CAT 950M LOADER	J1S03203	2020	
687	CAT 950M LOADER	J1S03226	2020	
696	Bobcat T64 Loader	B4SD11032	2020	

	ARTICULATED TRUCKS			
684	Cat 725C2WW Water Wagon	0TA790101	2016	

EQUIPMENT LIST CONE AND GRAHAM 3/30/2022

UNIT #	DESCRIPTION	SERIAL #	YEAR	Inspected
	SMALL EQUIPMENT			
445	ICE AUGER 1250	480549	1987	
461	BIDWELL SCREED	B484-22-94		
568	I.C.E. I-46 HAMMER	30406A	2004	
570	I.C.E. I-19 HAMMER	40302B	2004	
572	I.C.E. 22-30 VIBRATORY HAMMER	V22821	2005	
589	I.C.E. 5550P AUGER	A50245	2006	
	POWER PACK	P83498		
610	I.C.E. I-46 V2 HAMMER	110551A	2011	
612	Pilco D36-32 Pile Hammer	627	2012	
612a	AIRMAN AIRCOMPRESSOR PDS185	B4-6B-43700		
614	ICE VIBRATORY HAMMER 44B	V87112	2014	
615	ICE AUGER AT75	A75501	2014	
	POWER PACK			
634	8" GRIFFIN TRASH PUMP	595/8T100		
635	8" GRIFFIN TRASH PUMP	693/8T191		
637	6" GORMAN TRASH PUMP	1152414		
641	4"HYD.PUMP 2P-112	KE30261U906374C		
642	MILLER WELDER BIG 40	MIL 907170	2004	
643	4" JET PUMP	4JP-100	2004	
645	Mac 6" Hyd Pump	2P115	2004	
577	BIDWEL PAVER 4800	48-20051087-2-HB	2005	
631	WANCO WLT-4MK8K LIGHT TOWER	5F13D1414F1003760	2015	
632	WANCO WLT-4MK8K LIGHT TOWER	5F13D1414F1003761	2015	
633	WANCO WLT-4MK8K LIGHT TOWER	5F13D1414F1003762	2015	
648	WANCO WLT-4MK8K LIGHT TOWER	5F13D1414F1003763	2015	
650	WANCO WLT-4MK8K LIGHT TOWER	5F13D1411F1004926	2015	
651	WANCO WLT-4MK8K LIGHT TOWER	5F13D1413F1004927	2015	
653	BIDWEL PAVER 4800		2016	
659	ICE 26' LEADS		2016	
664	MAC 250 4"HYD PUMP	2P734	2017	
665	MAC 250 4"HYD PUMP	2P733	2017	
667	MAC 400 8" HYD PUMP	4P736	2017	
668	PPSI 8' WELLPOINT PUMP	8RP732	2017	
673	I.C.E. 22D VIBRATORY HAMMER	V22110	2017	
	PP 4" DOUBLE DIAPHRAM PUMP	4DD-730	2017	
	PP 4" DOUBLE DIAPHRAM PUMP	4DD-738	2017	
689	PPS 8" VACUMM PUMP	1166	2020	
690	PPS 8" VACUMM PUMP	1167	2020	
691	ICE 44B VIBRATORY HAMMER		2016	
698	ICE I-30 Hammer			

	MIXERS			
505	CAT SS250	6DD00147	1989	
547	CAT SS250	6DD00360	1995	

EQUIPMENT LIST CONE AND GRAHAM 3/30/2022

UNIT #	DESCRIPTION	SERIAL #	YEAR	Inspected
	ROLLERS			
525	BOMAG 156D VIB.	101580000131	1999	
526	BOMAG BW11R RUBBER TIRE	2011783	2000	
530	ROSCO TRUPAC 915 RUBBER TIRE	37165	1999	
531	CAT 563D VIB.	9MW00195	1999	
649	CATERPILLAR CS54B VIB ROLLER	L4H00528	2015	
654	CATERPILLAR CB34B DD ROLLER	XB400146	2016	
677	CATERPILLAR CB13 DD ROLLER	JPWP00265	2019	
678	CATERPILLAR CB13 DD ROLLER	JPWP00208	2019	
686	CATERPILLAR CS54B VIB ROLLER	LCS500935	2020	
	SMALL TRACTORS			
400	L5060GST Kubota Tractor	KBUL5DRCL8F40273	2021	
545	CASE 586E ROUGH TRERAIN FORK LIFT	200789	1996	
546	DEERE 5105 BROOM TRACTOR	LV5105C210561	2001	
558	DEERE 5105 BROOM TRACTOR	LV5105C410393	2003	
	LIFT TRUCKS			
601	HYUNDAI FORKLIFT	5B51089	2003	
	TOYOTA 8FD35U	8FD40U-30541	2022	
	HANDHELD EQUIPMENT			
	MAKITA CHOP SAW (Feb '22)		BRYAN ROGERS	
	HUSQVARNA K770 (Jan '22)		MATT WEST	
	MAKITA CHOP SAW EK6101 (Feb '22)	47738	CHINO	
	MAKITA CHOP SAW EK6101 (Feb '22)	47736	TORRES	

CONE & GRAHAM
HEAVY CONSTRUCTION

P.O. BOX 310167
TAMPA, FLORIDA 33680
(813) 623-2856

2172 NW RESERVE PARK TRACE
PORT SAINT LUCIE, FL 34986
(561) 727-3939

5101 CONE ROAD
TAMPA, FLORIDA 33610
FAX (813) 620-1602

ITEM FIVE *PROJECT APPROACH*

CONE & GRAHAM
HEAVY CONSTRUCTION

P.O. BOX 310167
TAMPA, FLORIDA 33680
(813) 623-2856

2132 NW SETTLE AVENUE
PORT SAINT LUCIE, FL 34986
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ANCHORAGE PARK BOAT RAMP REPLACEMENT
PROJECT APPROACH

Cone & Graham's approach to this project is like our approach to construction of the Anchorage Park Seawall Replacement project in 2018. We will first coordinate with the Village staff to set the proposed limits of construction, staging, and limits for public safety. We will schedule mobilization with one month notice and provide written notification to the Village 2 weeks prior to mobilization so the proper notifications can be posted to the public. Upon mobilization Cone & Graham will install orange fencing around the construction area, set up traffic cones to direct vehicular traffic and provide a project board displaying contact information and proposed opening dates for the public.

Once mobilized C&G will install floating turbidity barriers and silt fence in accordance with the FDEP's Best Management Practices. We will then begin removing the existing floating docks and gangway and store on-site. Our crew will begin the installation of the engineered steel sheet pile cofferdam using a crane and a vibratory hammer equipped with environmentally safe Clarity Hydraulic fluid. Once the cofferdam is installed a dewatering pump will be set and the discharge will be within the previously placed turbidity curtain. Through the duration of dewatering operations C&G will take twice daily readings of the turbidity within the waterway as prescribed by FDEP. After initial dewatering the concrete boat ramp and structures will be removed using a mini excavator equipped with a breaker. All concrete debris will be loaded into trucks and hauled of site for disposal at and approved facility.

Now at the point where the existing ramp is removed C&G would be aware of any unforeseen conditions and will notify the Engineer and village in writing. C&G will work with both parties to expedite any additional work and provide any possible way to overcome the issues with minimal delays. All excavation and grade preparation will be completed using an 80,000 lbs excavator and skilled operators to the lines and grade shown in the plans and laid out by our in-house surveyor.

After the grade is prepared and rebar is placed and inspected C&G's concrete crew will perform the placement using a screed and vibrators to ensure uniform consolidation of the concrete and consistent grades. Finishers will come in directly behind the placement crew and begin tooling and stamping of the 45 degree grooves as required and apply an approved evaporation retarder, coated with curing compound and covered with FDOT approved curing blankets. All curing blankets will be saturated with water as needed to achieve a wet cure.

After the completion of the ramp pour & curing the steel sheet pile cofferdam will be flooded and removed. The walls and stairs will be formed, rebar installed poured and cured in accordance with the plans and specification, then backfilled to grade. Once these items are complete the floating docks and gangways will be reinstalled. All disturbed areas will be final graded, and sod placed to match existing. C&G will perform a site cleanup including the removal of turbidity barriers and silt fence along with the disposal of all pallets and trash. As-built surveys will be completed, and demobilization of heavy equipment will begin. The final removal of orange fencing and cones will be accomplished the day prior to opening to ensure no delays of use to the public.

CONE & GRAHAM
HEAVY CONSTRUCTION

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ITEM SIX *PRICE PROPOSAL*

RFP EXHIBIT "C"
PROPOSAL FORM

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Concrete Boat Ramp Reconstruction					
1	Contractor Mobilization / Demobilization	1.0	LS	$96,500.00	$96,500.00
2	Site Preparation, Existing Aluminum Gangway and Pier Temporary Relocation. Inclusive of Reinstallation.	1.0	LS	$26,500.00	$26,500.00
3	Demolition of Existing Boat Ramp (4050 SF+/-), Concrete Block Retaining Wall and Timber Stairs	1.0	LS	$45,000.00	$45,000.00
4	Temporary Sheetpile Cofferdam - Materials and Labor, Includes Underwater Rock, Debris and Old Concrete Bulkhead Remnants Removal, as Necessary	1.0	LS	$132,000.00	$132,000.00
5	Grade and Compact Area for New Boat Ramp Construction	1.0	LS	$39,800.00	$39,800.00
6	Form and Pour New Boat Ramp - Materials and Labor. Includes Base Material Placement, 10" Thick Concrete Slab w/ HDG Steel Reinforcement, Finishing w/ Grooved Pattern and Control Joint Cutting (4085 SF+/-)	4,085.0	SF	$38.48	$157,172.84
7	Form and Pour New Concrete Retaining Walls, One (1) Each Side of New Ramp. (118 LF Total)	118.0	LF	$553.00	$65,254.00
8	Form and Pour New Concrete Stair Systems, One (1) Each Side of New Ramp. Includes Stair Handrails	1.0	LS	$17,300.00	$17,300.00
9	Site Restoration	1.0	LS	$16,000.00	$16,000.00
Total - Concrete Boat Ramp Reconstruction					$595,526.84

Other Costs					
10	Insurance, Licenses, Bonds and Misc.	1.0	LS	$10,000.00	$10,000.00
11	Environmental Control Measures	1.0	LS	$5,500.00	$5,500.00
12	Survey Layout and As-builts	1.0	LS	$3,500.00	$3,500.00
13	Existing Scour Repair along Waterward Terminus of Ramp - Allowance	1.0	LS	$5,362.41	$5,362.41
Total - Other Costs					$24,362.41

SUMMARY

Concrete Boat Ramp Reconstruction	$ $595,526.84
Other Costs	$ $24,362.41
Total	$ $619,889.25

Total Base Bid $619,889.25

Total Base Bid in Writing: six hundred nineteen thousand eight hundred eighty nine dollars and twenty five cents

RFP Exhibit "C" Proposal form has been prepared to include major components of work.
It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

Please print and sign your name below:

Name of Authorized Representative: Robert Graham

Signature of Authorized Representative: _____

END OF SECTION

CONE & GRAHAM
HEAVY CONSTRUCTION

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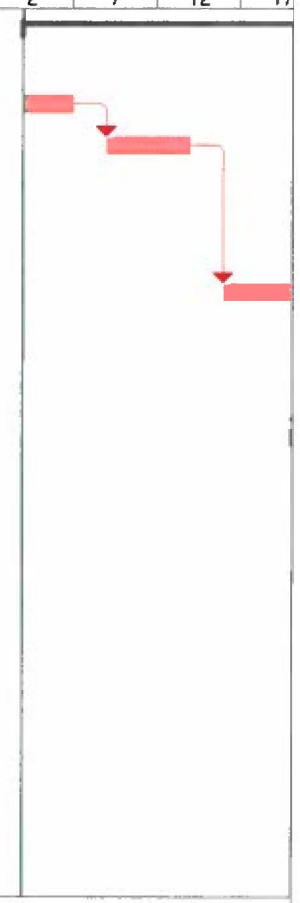
ITEM SEVEN *SCHEDULE*

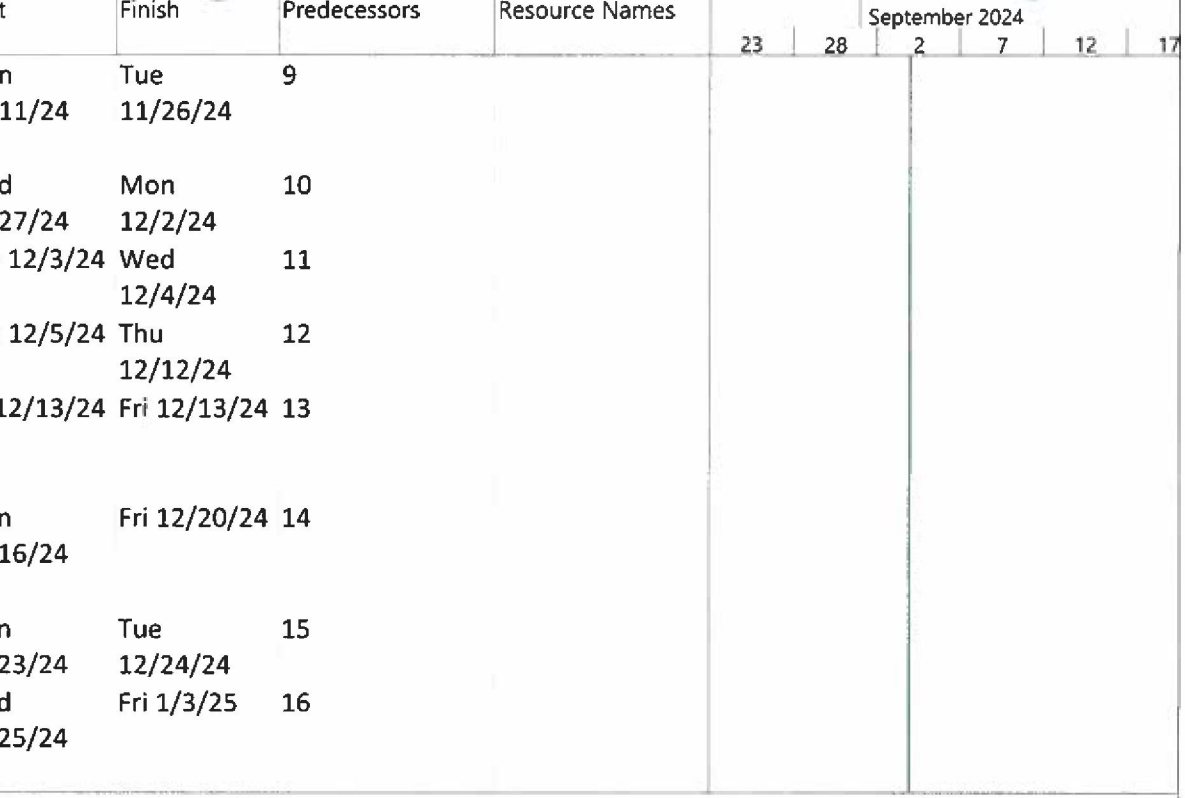
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**ANCHORAGE PARK BOAT RAMP**	**88 days**	**Wed 9/4/24**	**Fri 1/3/25**		
2		MOBILIZATION	3 days	Wed 9/4/24	Fri 9/6/24		
3		INSTALL ENVIRONMENTAL CONTROL MEASURES	5 days	Mon 9/9/24	Fri 9/13/24	2	
4		SITE PREP AND REMOVAL OF GANGWAYS AND FLOATING DOCKS	4 days	Mon 9/16/24	Thu 9/19/24	3	
5		COFFERDAM INSTALLATION	10 days	Fri 9/20/24	Thu 10/3/24	4	
6		SET UP DEWATERING	2 days	Fri 10/4/24	Mon 10/7/24	5	
7		DEMO EXISTING BOAT RAMP, WALLS AND STAIRS	5 days	Tue 10/8/24	Mon 10/14/24	6	
8		PREP AND GRADE BOAT RAMP AREA	4 days	Tue 10/15/24	Fri 10/18/24	7	
9		FORM POUR AND STRIP BOAT RAMP SLAB	15 days	Mon 10/21/24	Fri 11/8/24	8	



Project: ANCHORAGE PARK BO
Date: Wed 9/4/24

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Critical
Project Summary	Manual Summary	Critical Split
Inactive Task	Start-only	Progress
Inactive Milestone	Finish-only	Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
10		FORM POUR AND STRIP RETAINING WALLS	12 days	Mon 11/11/24	Tue 11/26/24	9	
11		FORM POUR AND STRIP NEW STAIRS	4 days	Wed 11/27/24	Mon 12/2/24	10	
12		OPTIONAL SCOUR REPAIR	2 days	Tue 12/3/24	Wed 12/4/24	11	
13		REMOVE COFFERDAM	6 days	Thu 12/5/24	Thu 12/12/24	12	
14		BACK FILL AND GRADE WALLS AND STAIRS	1 day	Fri 12/13/24	Fri 12/13/24	13	
15		REINSTALL FLOATING DOCKS AND GANGWAYS	5 days	Mon 12/16/24	Fri 12/20/24	14	
16		SITE RESTORATION	2 days	Mon 12/23/24	Tue 12/24/24	15	
17		AS-BUILT AND CLOSE OUT DOCUMENTATION	8 days	Wed 12/25/24	Fri 1/3/25	16	



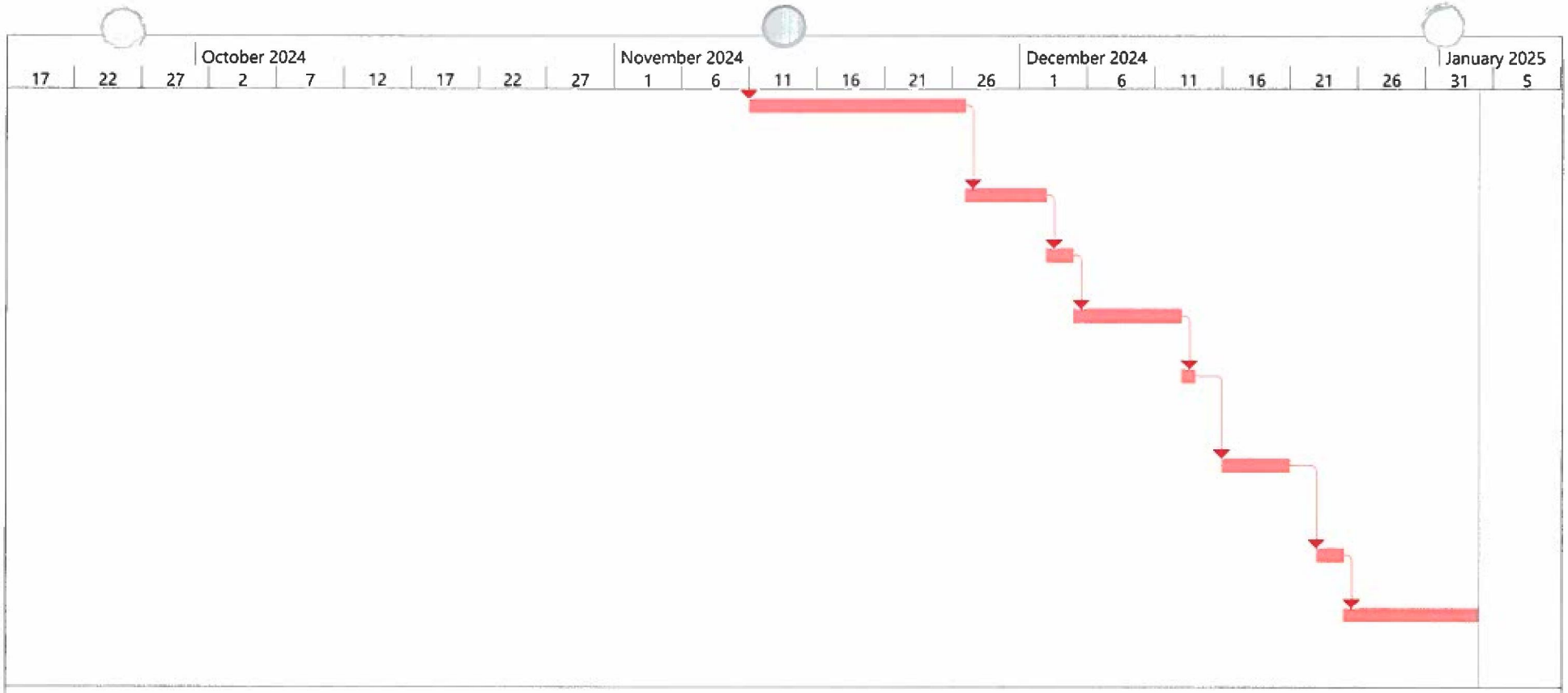
Project: ANCHORAGE PARK BO
Date: Wed 9/4/24

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Critical
Critical Split
Progress
Manual Progress



Project: ANCHORAGE PARK BO
Date: Wed 9/4/24

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Critical	
Project Summary		Manual Summary		Critical Split	
Inactive Task		Start-only		Progress	
Inactive Milestone		Finish-only		Manual Progress	



Project: ANCHORAGE PARK BO
Date: Wed 9/4/24

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Critical
Project Summary	Manual Summary	Critical Split
Inactive Task	Start-only	Progress
Inactive Milestone	Finish-only	Manual Progress

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ITEM EIGHT

PAST PERFORMANCE RECORD

CONE & GRAHAM
HEAVY CONSTRUCTION

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NOT APPLICABLE

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ITEM NINE

BONDING AND FINANCIAL CAPACITY

INSURANCE/SURETY BONDS

JOHNSON & COMPANY

September 5, 2024

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408-4906

RE: **Cone & Graham, Inc.**
Project: Anchorage Park Boat Ramp Replacement

To Whom It May Concern;

This is to advise that until further notice in writing to you, the undersigned agrees to provide suretyship on behalf of Cone & Graham, Inc. covering $350,000,000 single projects and $900,000,000 aggregate with $800,000,000 available.

Zurich American Insurance Company has an A.M. Best's rating of A+: XV and is admitted to do business in the State of Florida. Zurich American Insurance Company is also listed on the U.S. Department of Treasury's Federal Registry with a limit of $532,321,000.

Johnson and Company has had the privilege to provide Performance and Payment Bonds for Cone & Graham, Inc. for over Thirty-Eight years.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference as request by our client. Any arrangement for surety credit is a matter between Cone & Graham, Inc. and the surety.

If you have any questions or need any further information, please contact me at 407-843-1120.

Sincerely,

Francis T. O'Reardon
FL Licensed Resident Agent

P.O. Drawer 672 • Orlando, FL 32802-0672 • 801 N. Orange Avenue, Suite 510 • Orlando, FL 32801-5202 (407) 843-1120
(800) 331-3379 • FAX (407) 843-5772

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Cone & Graham, Inc.
5101 Cone Road, Tampa, FL 33610

SURETY:
(Name, legal status and principal place of business)
Zurich American Insurance Company
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Village of North Palm Beach
501 U.S. Highway One, North Palm Beach, FL 33408

BOND AMOUNT: Five Percent of the Amount of the Bid (5% of the Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)
Anchorage Park Boat Ramp Replacement
Village of North Palm Beach, FL

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of September 2024.

(Witness)	Cone & Graham, Inc. *(Principal)* *(Seal)*
	(Title)
(Witness) Laura Krajczewski, Witness	Zurich American Insurance Company *(Surety)* *(Seal)*
	(Title) Francis T. O'Reardon, Attorney-In-Fact and Florida Licensed Resident Agent

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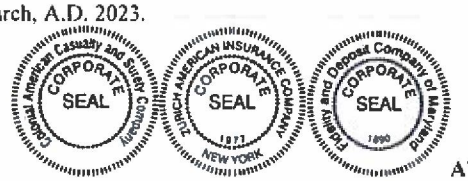
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Francis T. O'REARDON, Joseph D. JOHNSON, III, Joseph D. JOHNSON, JR. Brett A. RAGLAND, Tyler RAGLAND, **all of Orlando, Florida,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of March, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 9th day of March, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Erin Condlin
Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	PHONE (A/C, No, Ext): (407) 843-1120 FAX (A/C, No): (407) 843-5772 E-MAIL ADDRESS: econdlin@johnsonandcompany.net

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CONE & GRAHAM, INC. P. O. BOX 310167 TAMPA FL 33680	INSURER A: Bitco National Insurance Company	20109
	INSURER B: Bitco General Insurance Corporation	20095
	INSURER C: Starr Indemnity & Liability Company	38318
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL243117352 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual [X] Marine General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	CLP 3 741 017	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP 3 741 018	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP - Basic	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP 3 741 019	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 7,000,000 $ 7,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 3 741 016	03/01/2024	03/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractor's Equipment / Installation Floater			ITA100065355824	03/01/2024	03/01/2025	Leased / Rented: Installation Floater Limit:	$ 1.6 Million $ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Anchorage Park Boat Ramp Replacement. Certificate holder is included as additional insured as respects GL.

CERTIFICATE HOLDER

Village of North Palm Beach
501 U.S Highway One
North Palm Beach FL 33408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RFP EXHIBIT "B"
PROPOSER'S ACKNOWLEDGEMENT

SUBMIT ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY (ON A THUMB DRIVE) OF YOUR PROPOSAL TO:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One,
North Palm Beach, FL 33408

RFP TITLE: Anchorage Park Boat Ramp Replacement

Proposal must be received **PRIOR TO 3:00 P.M. on September 5, 2024,** at which time proposals will be opened.

Proposer's Name: Tyson Development and Construction, LLC "DBA" Greenview Construction, LLC
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: 20-4680263

Address: 15560 69th Drive North, PBG, FL 33418

Fax Number: —

Telephone No.: 561-707-5013

E-mail Address: christyson30@gmail.com

Contact representative: Christopher Tyson

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, to supply Anchorage Park Boat Ramp Replacement Services meeting all specifications, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village Contract in accordance with the terms and conditions of this RFP. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 9 of the RFP.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND PROPOSER

[signature]
Authorized Representative's Signature

9-5-24
Date

Christopher Tyson
Name

Owner
Position

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

RFP EXHIBIT "C"
PROPOSAL FORM

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Concrete Boat Ramp Reconstruction					
1	Contractor Mobilization / Demobilization	1.0	LS		$2,500.00
2	Site Preparation, Existing Aluminum Gangway and Pier Temporary Relocation. Inclusive of Reinstallation.	1.0	LS		$7,653.00
3	Demolition of Existing Boat Ramp (4050 SF+/-), Concrete Block Retaining Wall and Timber Stairs	1.0	LS		$61,761.00
4	Temporary Sheetpile Cofferdam - Materials and Labor, Includes Underwater Rock, Debris and Old Concrete Bulkhead Remnants Removal, as Necessary	1.0	LS		$67,043.00
5	Grade and Compact Area for New Boat Ramp Construction	1.0	LS		$11,953.00
6	Form and Pour New Boat Ramp - Materials and Labor. Includes Base Material Placement, 10" Thick Concrete Slab w/ HDG Steel Reinforcement, Finishing w/ Grooved Pattern and Control Joint Cutting (4085 SF+/-)	4,085.0	SF		$60,500.00
7	Form and Pour New Concrete Retaining Walls, One (1) Each Side of New Ramp. (118 LF Total)	118.0	LF		$17,000.60
8	Form and Pour New Concrete Stair Systems, One (1) Each Side of New Ramp. Includes Stair Handrails	1.0	LS		$13,000.00
9	Site Restoration	1.0	LS		$32,692.00
Total - Concrete Boat Ramp Reconstruction					$274,102.00

Other Costs					
10	Insurance, Licenses, Bonds and Misc.	1.0	LS		$12,500.00
11	Environmental Control Measures	1.0	LS		$3,500.00
12	Survey Layout and As-builts	1.0	LS		$2,500.00
13	Existing Scour Repair along Waterward Terminus of Ramp - Allowance	1.0	LS		$2,500.00
Total - Other Costs					$21,000.00

SUMMARY

Concrete Boat Ramp Reconstruction $ 274,102.00

Other Costs $ 21,000.00

Total $ 295,102.00

Total Base Bid 295,102.00

Total Base Bid in Writing: Two Hundred Ninety Five Thousand One Hundred Two and 00/100 —

RFP Exhibit "C" Proposal form has been prepared to include major components of work.
It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

Please print and sign your name below:

Name of Authorized Representative: Christopher Tyron

Signature of Authorized Representative: _____

END OF SECTION

RFP EXHIBIT "D"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by Christopher Tyson
(print individual's name and title)

for Tyson Development and Construction, LLC "DBA" Green View Construction, LLC
(print name of entity submitting sworn statement)

whose business address is 15700 60th Drive North, PBG, FL 33418

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-4680263

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

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

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

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

   a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
(Signature)

The foregoing document was sworn and subscribed before me this 5th day of September, 2024 by Christopher Tyson, who is personally known to me or produced Drivers License as identification.

_____
Notary Public
My Commission Expires:

ANA AREVALO
Notary Public - State of Florida
Commission # HH 564660
My Comm. Expires Oct 19, 2025
Bonded through National Notary Assn.

RFP EXHIBIT "E"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Christopher Tyson owner
(print individual's name and title)

for Tyson Development and Construction, LLC "DBA" Greenview Construction
(print name of entity submitting sworn statement)

whose business address is 15560 69th Drive North, PBG, FL 33418

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-468 0263

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are 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 or is engaged in business operations in Cuba or Syria.



RFP EXHIBIT "F"
CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

As the person authorized to sign this statement on behalf of Tyson Development and Construction, LLC I certify that Tyson Development and Construction, LLC complies fully with the above requirements.

Authorized Representative's Signature — Date: 9/8/24

Name: Christopher Tyson — Position: Owner

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 5 day of September, 2024 by Christopher Tyson who is personally known to me or produced Drivers License as identification.

Notary Public
My Commission Expires: 10/19/28

ANA AREVALO
Notary Public - State of Florida
Commission # HH 564690
My Comm. Expires Oct 19, 2028
Bonded through National Notary Assn.

RFP EXHIBIT "G"
STANDARD VILLAGE CONTRACT

This Contract is made as of the 5 day of September 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and Christopher Tyson, an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Anchorage Park Boat Ramp Replacement Services** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Anchorage Park Boat Ramp Replacement Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference.

SECTION 2: TERM OF CONTRACT.

A. The term of the Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until all goods are delivered and all services performed. Delivery and installation shall be coordinated by the VILLAGE and CONTRACTOR, provided, however, that all services shall be completed within ninety (90) days of the issuance of a Notice to Proceed.

B. Time is of the essence in all respects under this Contract, and the parties agree that the Village will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Village if the work is not completed on time. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay to the Village an amount equal to one thousand dollars ($1,000.00) per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the Contractor.

C.CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages.

SECTION 3: VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for providing **Anchorage Park Boat Ramp Replacement Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference.

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

SECTION 5: INDEMNIFICATION.

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants, or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants, or employees are alleged to be liable.

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

SECTION 6: PERSONNEL.

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

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

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

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to

the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the VENDOR shall:

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

C. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS.

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

anyone other than the VILLAGE and the VENDOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and the VENDOR **knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances

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

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall affect the VENDOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

SECTION 18: PUBLIC ENTITY CRIMES.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub- VENDOR or VENDOR 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 Statues, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, 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 Contract.

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Request for Qualifications shall minimally meet the following conditions to be considered as a valid payment request:

A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

B. All invoices submitted shall consist of an "original" invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as "partial," "complete" or "final invoice."

C. The invoice shall contain the Proposer's Federal Employer Identification Number.

D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES:

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the VILLAGE, be engaged to perform these services under the terms of this Contract.

SECTION 31: PUBLIC RECORDS.

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

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

1. Keep and maintain public records required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this

Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, VENDOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

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

VENDOR

By: _____

Print Name: Christopher Tyson

Position: Owner

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY:_____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

GREENVIEW CONSTRUCTION

PLANNING DESIGN CONSTRUCTION

Proposal

Exhibit B "The Project"			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Engineering Planning and Permitting			
Engineering Planning and State Permitting provided by Sea Diversified, Inc.			
Admin Services and City of North Palm Beach Building Permits			
Construction & Materials			
General			
Mobilization	1		$2,500.00
Turbidity & Containment	1		$3,500.00
Demolition			
Remove and dispose of existing boat ramp concrete and surrounding rubble to prepare for cofferdam. Approximately 150 CY of existing concrete to removed and hauled away	1		$36,198.00
Remove and dispose of existing timber stairs and concrete retaining wall. Approximately 126 CY concrete and 0.2 tons of lumber	1		$25,563.00
Construction			
Supply and install cofferdam vinyl sheet piles TD95 or similar, double timber wales 3"x10" and piles to support temporary wall. Piles 8" diameter min. x 20' length supporting 8 ft O.C. Allowing for approximately 8,000 gallon retention area beyond end of proposed ramp for pump out. Approximately 130 linear feet.	1		$67,043.00
Dewatering of work area throughout forming and pouring	1		$4,153.00
Supply and install forms for 130 ft of new boat ramp	1		$11,953.00
Supply and install Galvanized Reinforcement per plans	1		$30,000.00
Supply and install 6000 psi compressive strength meeting all plan specs. Pour and carve deep grooves into ramp. Pour retaining wall solid. Pour stairs solid.	150		$60,500.00
Remove temporary wall and haul away all debris. Remove forms. Minor back fill and grade up to retaining wall as needed. Clean staging area and reinstall floating dock piers.	1		$32,692.00

Exhibit C - Payment Schedule	Amount	Payments Received
Initial deposit upon signing	$60,000.00	
Deposit upon completion of mobilization and site prep	$100,000.00	
Payment upon completion of interim inspection	$60,000.00	
Final payment after completion of final inspection	$75,102.00	
	Project Sub Total	$274,102.00
Insurance, Licenses, Bond, environmental control measures, survey, existing scour repair	Other Costs	$21,000.00
	Project Total Cost	$295,102.00

We would like to thank you for the opportunity to work with you on this project. Please contact Christopher Tyson in our office at 561-727-5013 if you have any further questions.

Christopher C Tyson, CGC 1513540, MRSR 2633

Christopher Tyson

Greenview Construction, LLC

Schedule

Exhibit B "The Project"			
NO#	DESCRIPTION	Duration (days)	Sucsessor
	Engineering Planning and Permitting		
	Engineering Planning and State Permitting provided by Sea Diversified, Inc.		
1	Admin Services and City of North Palm Beach Building Permits	**20**	2, 3
	Construction & Materials		
	General		
2	Mobilization and site prep	**6**	4
3	Turbidity & Containment	**2**	4
	Demolition		
4	Remove and dispose of existing boat ramp concrete and surrounding rubble to prepare for cofferdam. Approximately 150 CY of existing concrete to removed and hauled away	**8**	5
5	Remove and dispose of existing timber stairs and concrete retaining wall. Approximately 126 CY concrete and 0.2 tons of lumber	**3**	6
	Construction		
6	Supply and install cofferdam vinyl sheet piles TD95 or similar, double timber wales 3"x10" and piles to support temporary wall. Piles 8" diameter min. x 20' length supporting 8 ft O.C. Allowing for approximately 8,000 gallon retention area beyond end of proposed ramp for pump out. Approximately 130 linear feet.	**15**	7, 8
7	Dewatering of work area throughout forming and pouring	**20**	11
8	Supply and install forms for 130 ft of new boat ramp	5	9
9	Supply and install Galvanized Reinforcement per plans	11	10
10	Supply and install 6000 psi compressive strength meeting all plan specs. Pour and carve deep grooves into ramp. Pour retaining wall solid. Pour stairs solid.	3	11
11	Remove temporary wall and haul away all debris. Remove forms. Minor back fill and grade up to retaining wall as needed. Clean staging area and reinstall floating dock piers.	**20**	
		Total Duration	
		92	

We would like to thank you for the opportunity to work with you on this project. Please contact Christopher Tyson in our office at 561-727-5013 if you have any further questions.

Christopher C Tyson, CGC 1513540, MRSR 2633

Christopher Tyson

Greenview Construction, LLC

Cover Letter

Office Location

Greenview Construction, LLC primary office is located in Palm Beach Gardens/ Jupiter, Florida.

Company Profile

See Introduction To Firm package.

Qualifications of Firm

See Introduction To Firm package.

Capacity To Perform Using In-House Staff

Greenview Construction, LLC will have owner Christopher Tyson and project manager Jose Martinez running job, as well as three in-house laborers to perform work.
Christopher Tyson Owner, 16 years with company and over 25 years of experience. Experience in concrete, masonry, shell and total new construction projects. Projects range from $300,000 to over $2,500,000 in values. Projects were completed from start to finish as the general contractor. Have overseen several seawall, dock and concrete jobs including over 10,000SF concrete slabs and seawalls over 300LF. Greenview Construction, LLC will have in-house employees performing 60% of the work.
Jose Martinez Project Manager, 3 years with company and over 25 years of experience. Experience in concrete, masonry, shell and total new construction projects. Experience in concrete, masonry, shell and total new construction projects. Projects range from $300,000 to over $2,500,000 in values.
DECS Dependable Engineering and Construction Solutions will be hired as a subcontractor to help with labor and supervision of this job. They have all the equipment for installation of this project, please see list of equipment in that section. DECS has vast experience and over $5,000,000 in work performed in similar scopes of work. Please see attached project pages. DECS is located at 711 Hummingbird Way, Suite #107, NPB, FL 33408. DECS will have the remaining in-house laborers on the site and will perform approximately 40% of the work.

Equipment Capacity

2023 Hydraulic Dump Trailer (18 cubic yard dump box), 2022 Isuzu Dump Truck (18 cubic yard dump box), 2021 GMC Box Truck (18 foot storage box), 2016 Ford Ecocline, 2022 John Deere 318g Hydraulic Skid Steer, 2022 John Deere 17g Mini Excavator, 2024 Forn F150, LS Lattice 65 foot boom crawler crane, 60 foot x 25 foot steel sectional barge, mini steel barge with 2 ton 20 foot boom lift, 16 foot dump trailer.

Project Approach

We will set up proper vehicular, pedestrian and vessel traffic safety requirements to include, barriers, cones and informational signs. We will work diligently with North Palm Beach for further requirements and make the job site safe and allow for safe use while under construction. We will have designated areas for staging and storage and will have storage trucks, pods and other storage/ staging equipment. All unforeseen conditions including weather will be coordinated with North Palm Beach and it will be known that items may have to be removed for a period of time if needed. All unforeseen conditions will be coordinated with North Palm Beach and will be notified of these conditions as soon as they arise.

Price Proposal

See attached proposal.

Schedule

Schedule will be 95 days.

Past Performance

Please see attached projects and all projects were performed on time and on budget.

Bonding Capacity

Please see attached bonding capacity letter showing approval for $750,000 single size job amount.

We would like to thank you for the opportunity to work with you on this project. Please contact Christopher Tyson in our office at 561-727-5013 if you have any further questions.

Christopher C Tyson, CGC 1513540, MRSR 2633

Christopher Tyson

Greenview Construction, LLC

Cover Letter

Office Locations

Greenview Construction, LLC primary office is located in Palm Beach Gardens/ Jupiter, Florida.

Firm Staffing

Greenview Construction, LLC has a 6-person key staff at present, plus more general workers, with the capabilities of ramping up at any time to meet job needs. The staff has been selected to provide a full range of design and construction services in a responsive and professional manner.

Relevant Staff Distribution:

Greenview Construction Key Personnel Inventory	
Licensed General Contractor/ Construction Manager	1
Project Manager/ Superintendent:	2
Accountant/ Bookkeeping/ Office Manager/ Marketing:	1

Firm Philosophy

Greenview Construction, LLC. is a construction firm offering professional services in planning, design, construction, construction management, mold and water remediation. We service a wide range of new construction and renovations to adaptive reuse and historical restoration. Greenview Construction, LLC has experience in a wide range of residential construction, including high end spec and custom homes, condominiums, townhomes, mass production housing and renovations. Commercial projects include shell buildings, tenant buildouts, restaurants, auto dealerships, and strip centers.

Greenview Construction, LLC is not only diverse in its background, but in its training, and project types. It is the diversity of these key components that allow us to provide our clients a full complement of services carried out by our team to meet our clients' needs and objectives. Greenview Construction, LLC prime philosophy is to provide a collaborative environment and to provide our clients with services that are both personal and professional.

Previous and Current Highlighted Project Work

Builder: Greenview Construction, LLC
Project Type: Multi Family - Condominium/ Dormitory
Project Owner: Palm Beach Atlantic University
Construction Cost: $3,000,000
Estimated Sq Ft: 60,000 s.f.
Status: Phase 1 and 2 Completed, Phase 3 Completed



Coastal Towers, located at 1001 S. Flagler Drive, is a residence hall housing 97 students. Coastal Towers Apartments is located on Flagler Drive with a view of the Intracoastal Waterway. The building contains 29 one-bedroom apartments and 13 two-bedroom apartments. Each apartment includes a kitchen, private balcony, and front doors open into a community hallway.

Builder: Greenview Construction, LLC
Project Type: Commercial/ Educational - Cafeteria
Project Owner: Palm Beach Atlantic University
Construction Cost: $200,000
Estimated Sq Ft: 10,000 s.f.
Status: Completed



We completed a renovation to Fraser Dining Hall; Fraser Dining Hall is located in the Lassiter Student Center. Fraser Dining Hall features eight unique stations with market-fresh vegetables, locally-grown fruits and your favorites from the grill and deli. And, of course, it doesn't get any better than the setting on the Intracoastal Waterway in the heart of downtown West Palm Beach.

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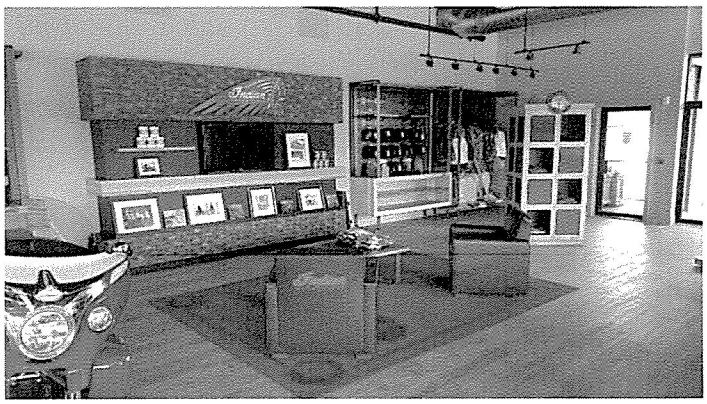
GREENVIEW CONSTRUCTION

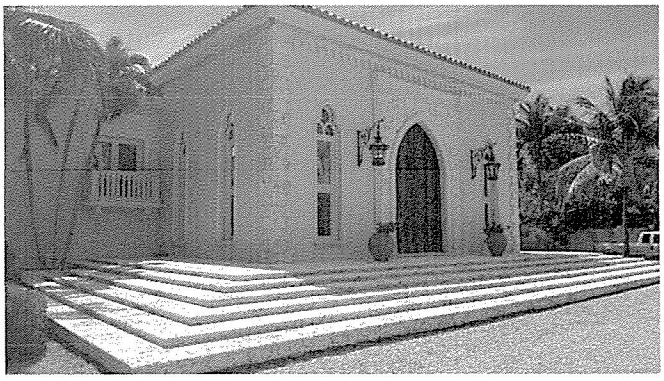
PLANNING DESIGN CONSTRUCTION

Builder: Greenview Construction, LLC
Project Type: Motorcycle Dealership
Project Owner: Indian Motorcycle
Construction Cost: $1,000,000
Estimated Sq Ft: 30,000 s.f.
Status: Phase 1 Completed, Phase 2 Completed



Treasure Coast Indian Motorcycle is located at the heart of the fast-paced area of Hobe Sound, Florida. The complex enjoys a privileged location, located on US1 right at the crossroads of Jupiter and Stuart. This 30,000 square foot motorcycle dealership will become an easily identifiable urban landmark, thanks to the Indian brand which will take its place in the local memory.

Builder: Greenview Construction, LLC
Project Type: High End Waterfront Estate
Project Owner: Manalapan Private Residence
Construction Cost: $350,000
Estimated Sq Ft: 10,000 s.f.
Status: Completed



You will be stunned and amazed at the coral stone steps and 16-foot wrought iron double doors in this lavish 7-bedroom, 9-bathroom luxury estate. Continue up the stone stairs to the open aired courtyard with a sparkling fountain. The living area has 23-foot high vaulted pecky cypress ceilings, marble floors, massive ornate columns, large fireplace, linen upholstered walls, 25-foot onyx bar with direct views of the ocean. We are in the process of renovating the garage and creating a sauna as well as new exterior doors and windows.

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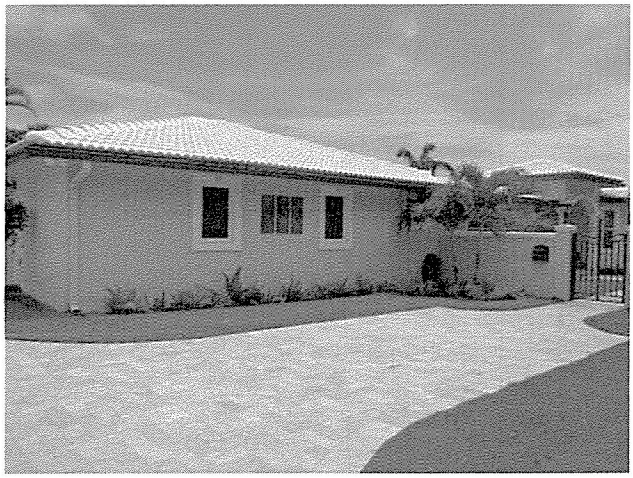
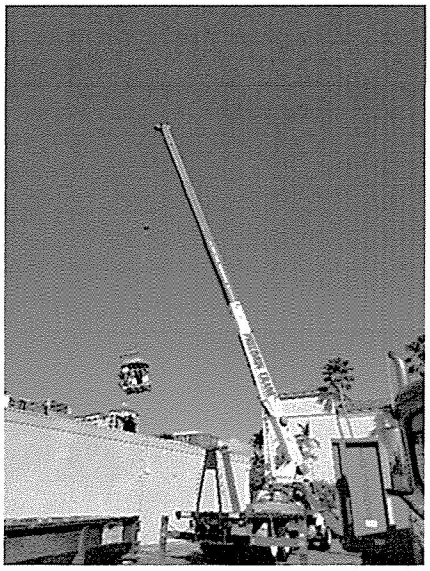
Builder: Greenview Construction, LLC
Project Type: High End Waterfront Estate
Project Owner: Lake Worth Private Residence
Construction Cost: $450,000
Estimated Sq Ft: 4,000 s.f. plus Outdoor Kitchen
Status: Completed



A Florida getaway house located on the inter coastal waterways of Lake Worth, the Lake Worth Residence blends modern luxury with traditional architecture. The rather basic, solid exterior elements are in contrast with the detailed interior. This was a complete gut job of the interior to include all new plumbing, electric and air conditioning system. Every piece of wall and drywall were removed to get a much-needed modern feel instead of the long, skinny "Shotgun" type of feel it had. We were able to transform this house to include two master bedroom suites, luxurious kitchen, addition of dining area and new vaulted ceilings.

Builder: Greenview Construction, LLC
Project Type: Educational Building
Project Owner: PBAU Virtual Arts Studio
Construction Cost: $600,000
Estimated Sq Ft: 3,500 s.f. plus Commercial Renovation
Status: Completed



We started this 3,500 square feet commercial building for Palm Beach Atlantic University. This was the old Regal Paint store on Dixie Highway that is now being converted to an art studio for the university. This is a complete gut job to include; all new roof, plumbing, air conditioning, electric, flooring, drywall and framing. We will have an outside kiln area for the students to mold clay, as well as a paint spraying station. We are also adding new exterior stucco bands, awnings, doors and windows to give the exterior a facelift.

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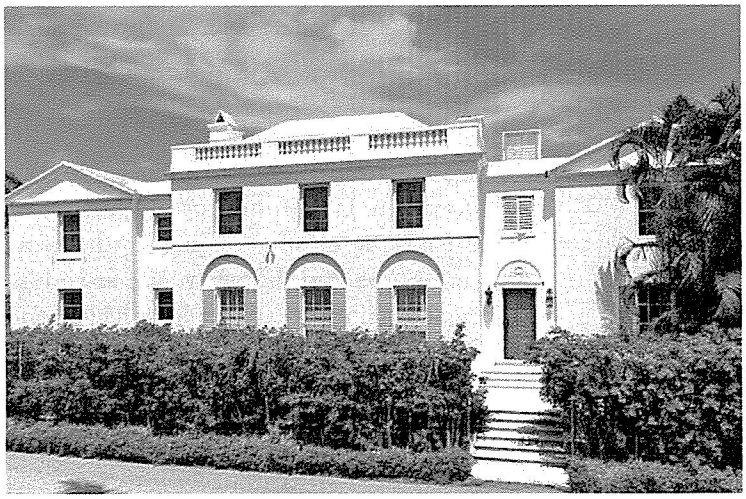
GREENVIEW CONSTRUCTION

PLANNING DESIGN CONSTRUCTION

Builder: Greenview Construction, LLC
Project Type: High End Waterfront Estate
Project Owner: Palm Beach Private Residence
Construction Cost: $1,500,000
Estimated Sq Ft: 7,000 s.f. plus Site Work
Status: Completed



This well-proportioned residence was designed by Society Architect John Volk in 1935. We are now working with SKA Architects to completely renovate this stately home, which presides over Lake Way and Eden Road and Features 6 bedrooms plus staff, 6 baths and 2 half baths. Long floor to ceiling windows in the living room provide plenty of light during the day. Other rooms on the main floor include a library encased in Pecky Cypress Paneling. The loggia and formal dining rooms are facing the pool. The large eat-in-kitchen connects to a substantial butler's pantry providing more appliances and storage space. The swimming pool is glamorous in length and has all day sun. Shade is provided by a pergola.

Builder: Greenview Construction, LLC
Project Type: 4 Spec/ Custom Homes
Project Owner: Greenview Construction, LLC
Construction Cost: $8,000,000
Estimated Sq Ft: 3,500 SF - 6,000 s.f. each
Status: Ongoing



- The revised footprint will total 5,285 SF AC and 7,335 total SF, sitting on 1.3 acres of gorgeous greenery, fully fenced.
- This luxury home will have 6 bedrooms, including 2master suites, 1 in-law suite, and an office, along with 4 full bathrooms and 2 half bathrooms.
- The garage will measure 1,250 SF with a lofty 14 FT garage door to allow for a boat, RV or your other cruise craft and toys.
- The front porch will span nearly the entire length of the house with a sprawling back lanai.
- Outdoor options could also include a large pool, bar, built-in grill, Tiki structure or a pickleball court.
- Interior entertainment features include a wet bar, double island kitchen and various other surprises.
- Living room dormers, along with skylights in the master bathroom shower areas ensure abundant natural light.

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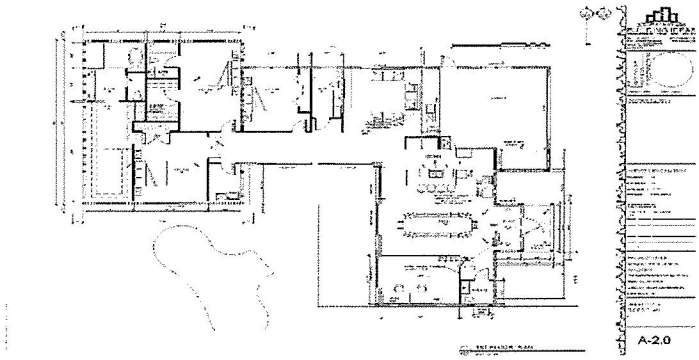
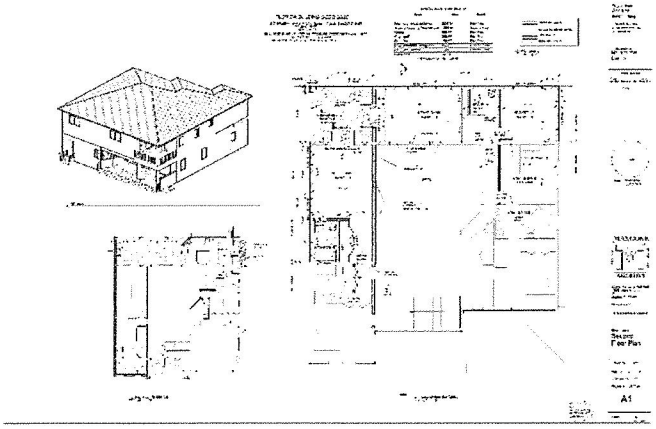
Builder: Greenview Construction, LLC
Project Type: Addition
Project Owner: Joelle Neives
Construction Cost: $600,000
Estimated Sq Ft: 3,800 s.f.
Status: Ongoing



This home is located in the heart of Palm Beach Gardens on the intercoastal. The existing house is approximately 2,800SF and we are adding an additional 1,000 SF and complete gut of the existing home. We are raising the existing ceilings and reworking the hardscape and driveway. We are adding a master suite, creating a larger kitchen and living room area.

Builder: Greenview Construction, LLC
Project Type: Addition
Project Owner: Corrina Camero
Construction Cost: $400,000
Estimated Sq Ft: 5,000 s.f.
Status: Ongoing



This home is located in the heart of North Palm Beach on the intercoastal. The existing house is approximately 3,800SF and we are adding an additional 1,200 SF.. We are adding a master suite, playroom, 5th bedroom and porch. For this house we will have to add helical piles to help support the extra weight.

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Builder: Greenview Construction, LLC
Project Type: Addition and Renovations
Project Owner: Misc
Construction Cost: $1,100,000
Estimated Sq Ft: Varies
Status: Ongoing

Three separate addition/ renovations on Palm Beach Island. These three are all interior renovation.
- One renovation is updating 6 bathrooms and the kitchen area. All with new finishes.
- One renovation is updating 2 bathrooms and the kitchen area. All with new finishes. Also the removal and replacement of flooring throughout house.
- One renovation is updating 4 bathrooms and the kitchen area. All with new finishes. Also will be updating the exterior facade.

Builder: Greenview Construction, LLC
Project Type: Addition and Renovations
Project Owner: Jim Byers
Construction Cost: $2,000,000
Estimated Sq Ft: 4,500 SF
Status: Ongoing

This is a tear down of an existing 3,000 SF home and the new construction of a 4,500 SF 2 story home. This house is in Juno Beach and is one block from the intercoastal. This home will have 4 bedrooms, den/ study, 4.5 bathrooms and pool. I will be coordinating with the city of Juno Beach and Seacoast Utilities to switch from septic tank to sewer, as well as well water to city water.

Builder: Greenview Construction, LLC
Project Type: Addition and Renovations
Project Owner: Palm Beach Atlantic University
Construction Cost: $300,000
Estimated Sq Ft: 4,500 SF
Status: Varies

Working on several projects for Palm Beach Atlantic University. They range from remodels of classrooms and bathrooms to the addition of 30fire rated doors. This is Greenview Construction, LLC longest running client and I have worked for them for approximately 10 years.

Key Personnel Biosketches / Resumes

Christopher Tyson

Chris is a leader in the design, construction, remediation industry with extensive experience in project management and financial oversight. Skilled in all fields of construction and construction management, project management, budgeting, employee development, strategic planning, client development, marketing and human resource management. He brings in-depth construction expertise, enthusiasm, and unflappable determination - all with a smile. He doesn't rest until each phase of a project is completed to our client's and our own satisfaction. With licenses as a Certified General Contractor, Mold Remediator and All Lines Insurance Adjuster.

Ana Tyson

Ana hails from the country of Colombia, moving here over 17 years ago. She brought that enthusiastic and diverse work ethic with her. With over 12 years of experience in the accounting/ bookkeeping field, she is the glue that keeps the office running. Specialties include; Accounts Receivable/Payable, payroll, organizational and project budget development and oversight and has administered the following functions; 401k, insurance, bonuses and employee scheduling and developed HR Manual with Greenview Construction.

Jose Martinez

Jose has over 30 years of construction experience and has been with Greenview Construction for 3 years. Specialties include project management, carpentry, concrete and masonry.

Dana Hills

Dana is a self-motivated individual with over ten years of experience in construction, mold remediation & water restoration, as well as the insurance industry; with a focus on the insurance coverages and procedures aspect. Dana has worked as a construction supervisor as well as a mold remediation & water restoration project manager. He has in depth knowledge of insurance policies and uses his attention to detail and critical thinking skills to develop game plan that can be completed on schedule and within budget. Dana holds 220 General Lines License.

We would like to thank you for the opportunity to work with you on this project. Please contact Christopher Tyson in our office at 561-727-5013 if you have any further questions.

Christopher C Tyson, CGC 1513540, MRSR 2633

Christopher Tyson

Greenview Construction, LLC

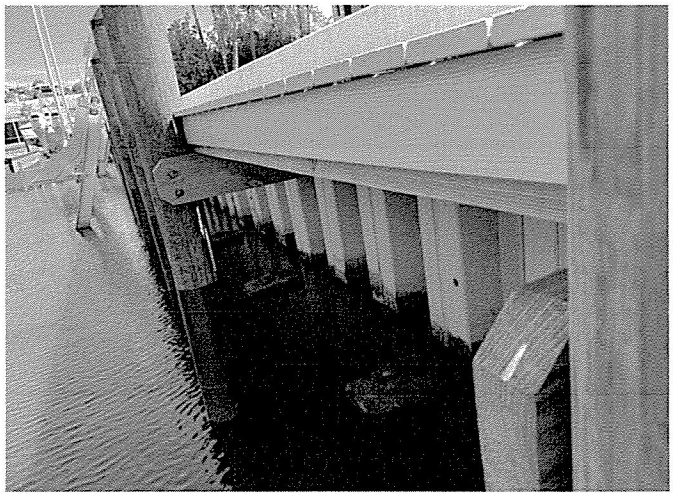
DECS
Dependable Engineering & Construction Solutions

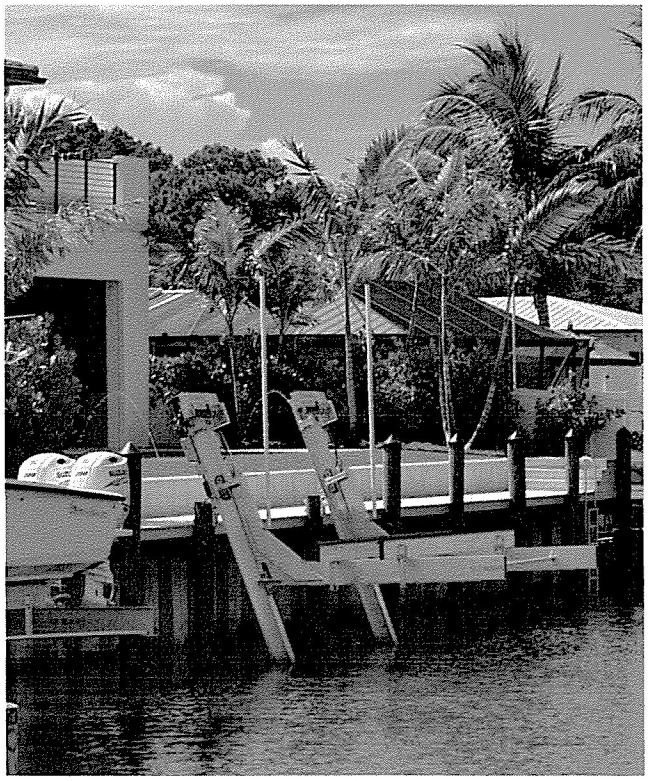
Job References

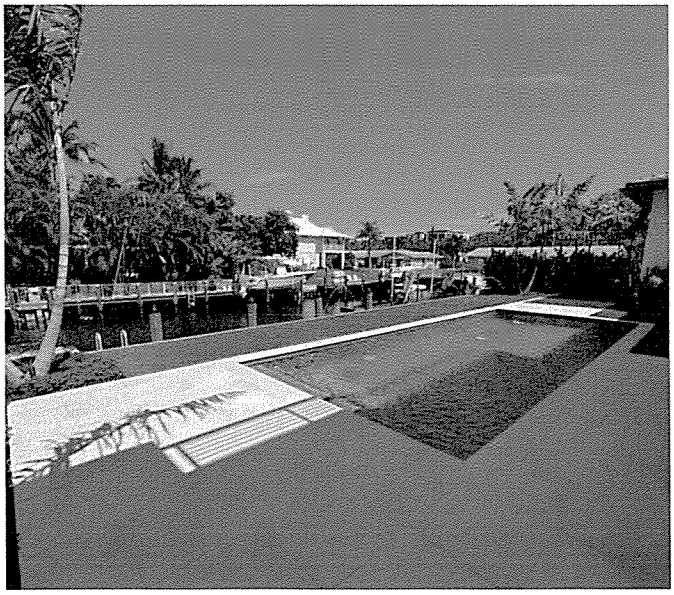
Location: 14050 Leeward Way, West Palm Beach, FL

Scope of Work: 100 ft of seawall replaced with new vinyl, concrete cap, concrete retaining wall, 60 ft marginal dock, 18,000 lb elevator boat lift

Photos:







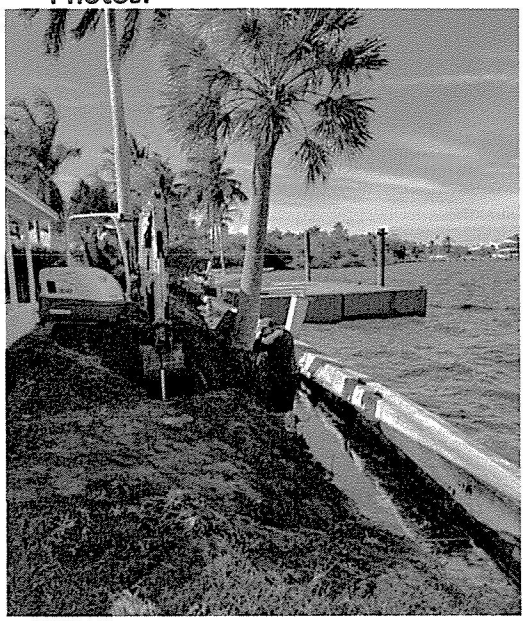
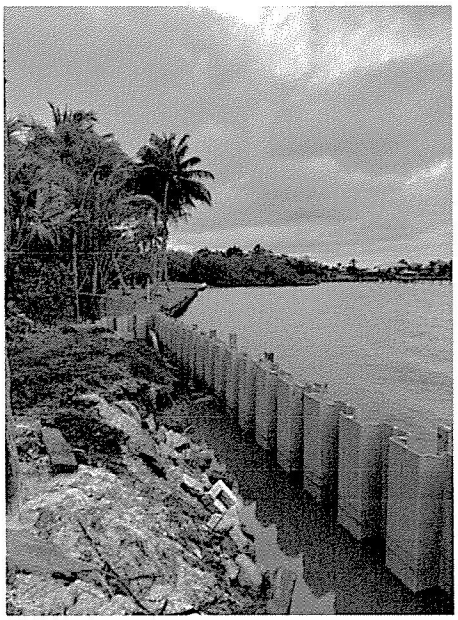
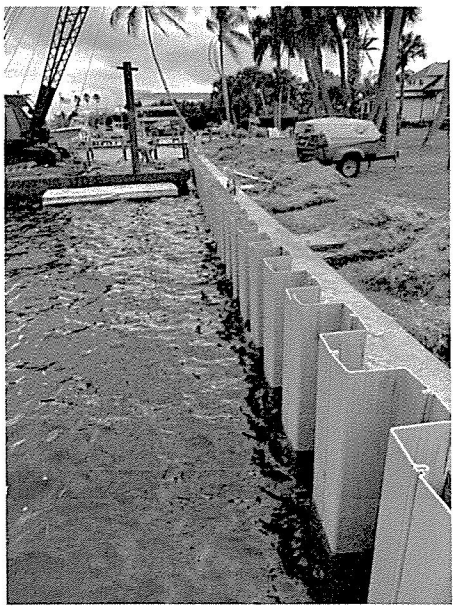
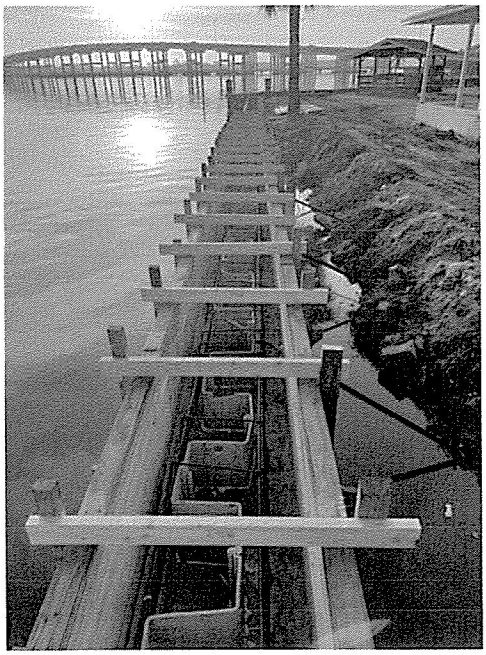
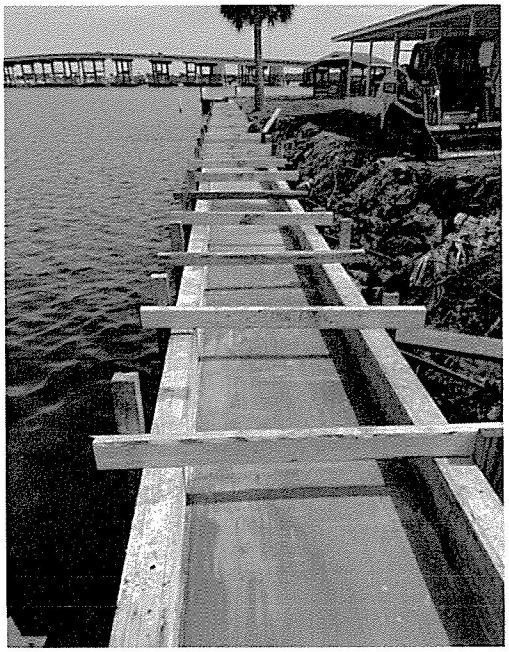
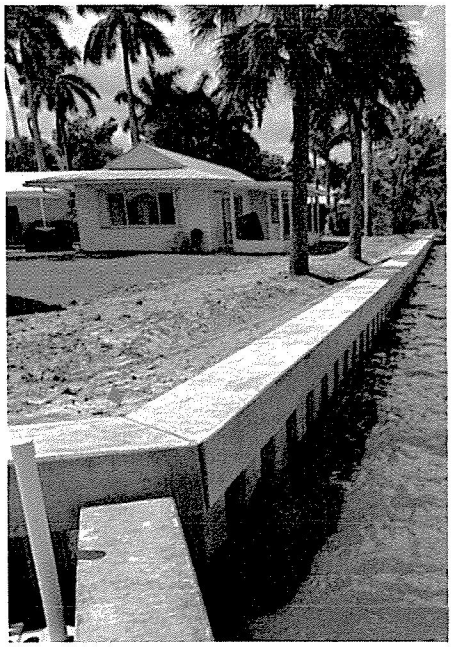


DECS
Dependable Engineering &
Construction Solutions

Location: 2523 SW Conch Cove Lane, Palm City, FL

Scope of Work: Remove failed concrete wall and install 300 ft plus of vinyl seawall and concrete cap

Photos:

Tuesday, July 2, 2024

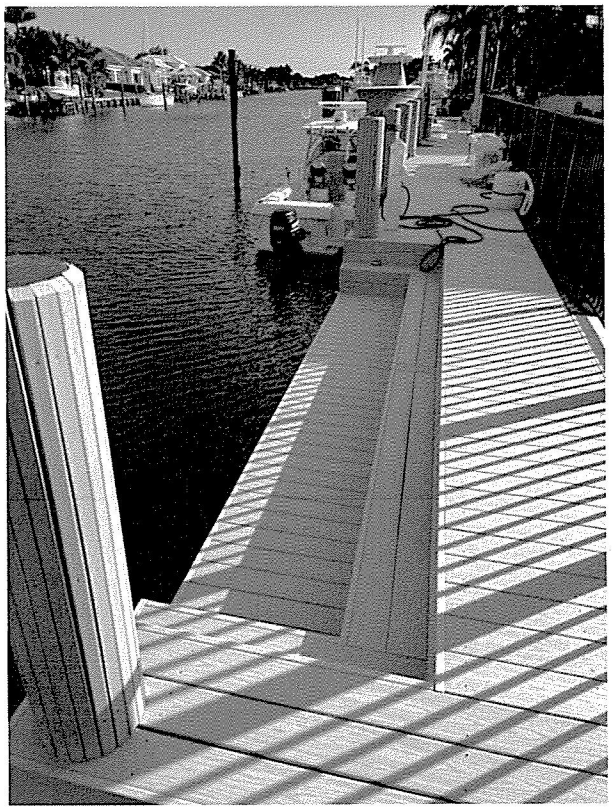
DECS
Dependable Engineering & Construction Solutions

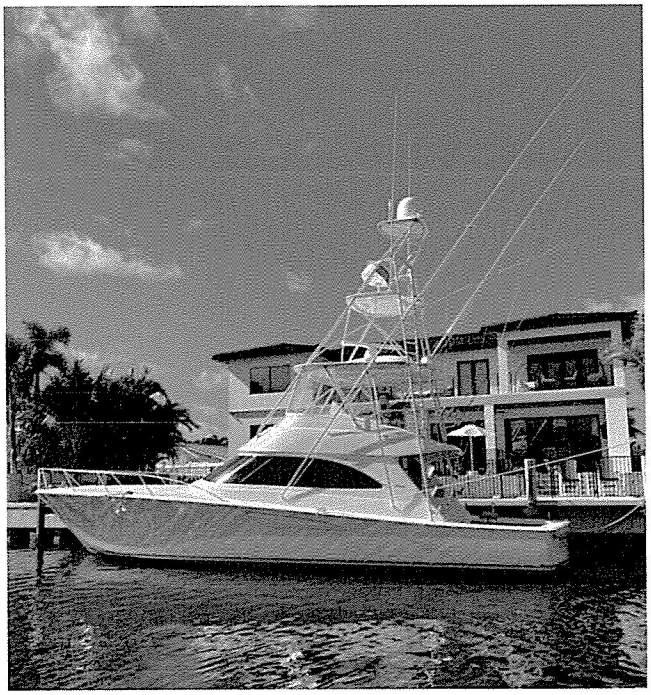
Location: 924 Shore Drive, North Palm Beach, FL 33408

Scope of Work: Install 70' of marginal dock and 24,000 lb boat lift

Photos:







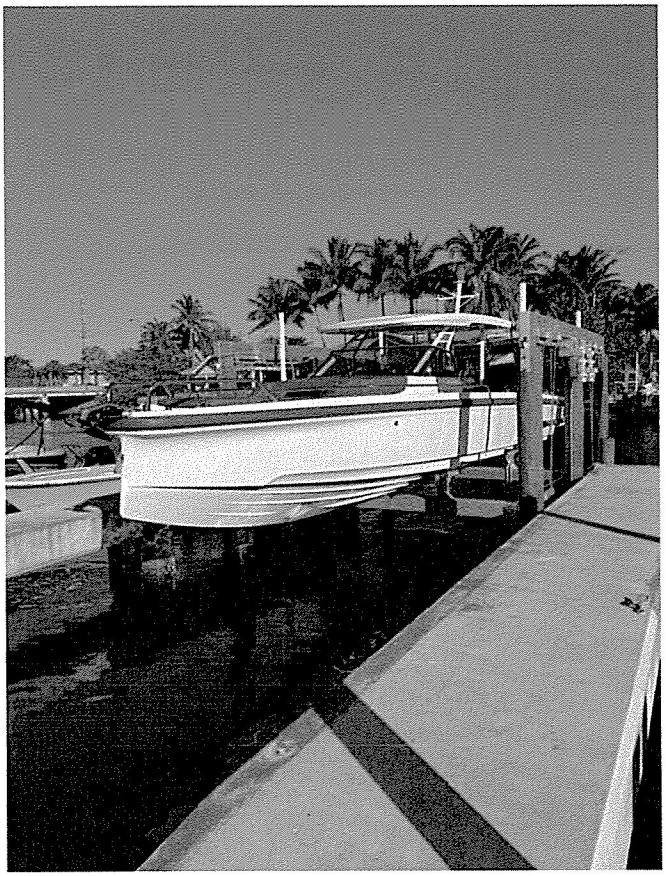


DECS
Dependable Engineering & Construction Solutions

Location: Nautical Ventures - 139 Shore Ct, North Palm Beach, FL 33408

Scope of Work: Install 30,000 6 post boat lift

Photos:





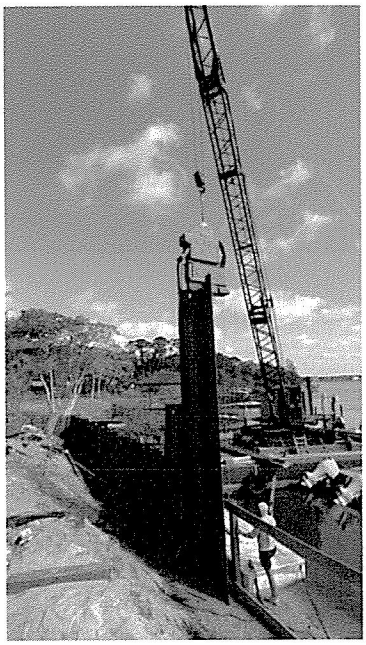
DECS
Dependable Engineering & Construction Solutions

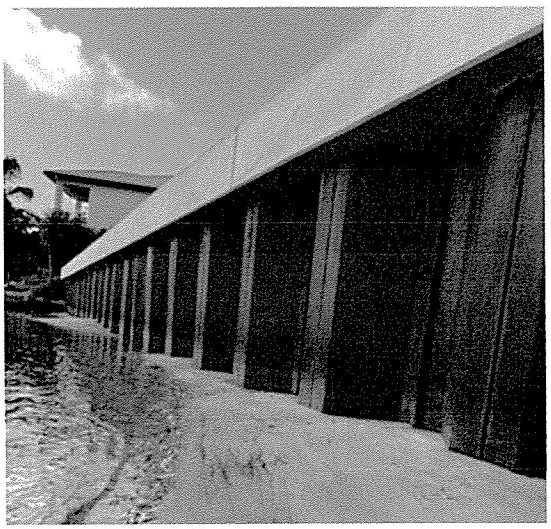
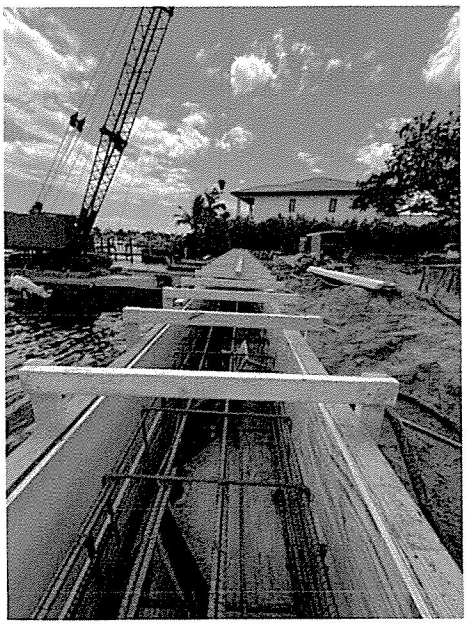
In Progress

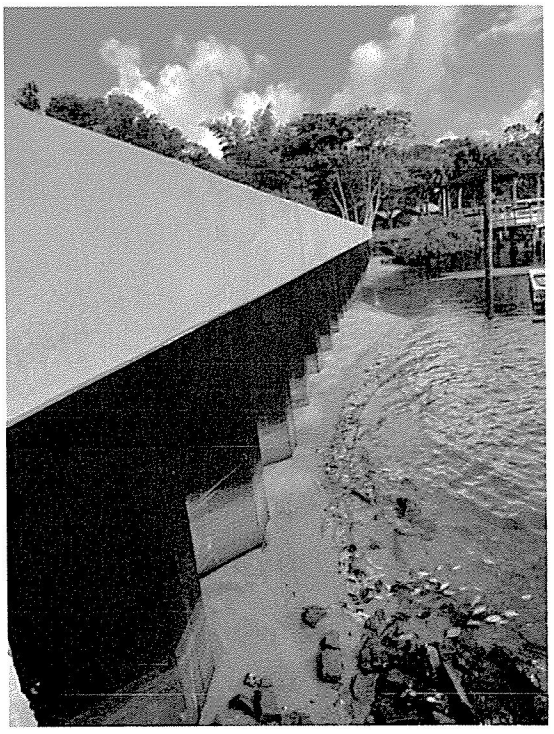
Location: 10 Bamboo Lane Jupiter FL 33458

Scope of Work: Remove existing dock and rip rap along shoreline. Install steel panel seawall and concrete cap. Install new dock. Install 24,000 lb and 13,000 lb beamless boat lifts.

Photos:





Please contact us to request a point of contact for the above references.

Dependable Engineering & Construction Solutions

info@DECSmarine.com | 561-352-4522

ALTER
SURETY GROUP
www.altersurety.com

July 15th, 2024

RE: GREENVIEW CONSTRUCTION LLC

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Greenview Construction LLC. Their surety is Old Republic Surety Company, which carries an A.M. Best Rating of A+, XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we anticipate providing Performance and Payment Bonds for single size jobs in the $750,000 range and $1,500,000 in the aggregate. These amounts should not be construed as a limit but rather a guide to handle their day-to-day needs. We obviously reserve the right to review all contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue any bonds.

Greenview Construction is an excellent contractor, and we hold them in high regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to execute the above referenced project.

This letter is not an assumption of liability. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

FL Resident Agent

5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-328-4838

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3030776

DATE (MM/DD/YYYY): 09/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES SOUTH, INC 3550 LENOX ROAD NORTHEAST, SUITE 1700 ATLANTA, GA 30326	CONTACT NAME: PHONE (A/C, No, Ext): 844-398-0470 FAX (A/C, No): E-MAIL ADDRESS: certs@peoplease.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Company of North America	43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Greenview Construction, LLC
dba Tyson Development and Construction, LLC
15560 69th Dr N
Palm Beach Gardens, FL 33418

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			C57196725	12/31/2023	12/31/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1000000
							E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of North Palm Beach
ATTN: Village Clerk?s Office
501 U.S. Highway One,
North Palm Beach FL 33408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JDA Insurance Group 120 N. Federal Hwy., #301 Lake Worth FL 33460	CONTACT NAME: Kassie Huskey PHONE (A/C, No, Ext): (561) 296-0373 FAX (A/C, No): (561) 828-0997 E-MAIL ADDRESS: kassie@thejdagroup.com
INSURED Greenview Construction, LLC, DBA: Greenview Restoration 15560 69th Dr N Palm Beach Gardens FL 33418	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Western World Insurance Company — 13196 INSURER B: AmGUARD Insurance Company — 42390 INSURER C: GuideOne National Insurance Company — 14167 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2481205230 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NPP6038650	08/08/2024	08/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Professional	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ No Cover
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			GRAU489624	10/17/2023	10/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Other Than Garage	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ENV562007101-02	10/17/2023	10/17/2024	EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of North Palm Beach Village Clerk's Office
501 U.S Highway One
North Palm Beach FL 33408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TYSON, CHRISTOPHER CHARLES

GREENVIEW CONSTRUCTION LLC
15560 69TH DRIVE NORTH
PALM BEACH GARDENS FL 33418

LICENSE NUMBER: CGC1513540

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/16/2024

Do not alter this document in any form.

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VILLAGE OF NORTH PALM BEACH

RFP – BOAT RAMP RECONSTRUCTION

EVALUATION CRITERIA

Bidder Name Core & Graham

Criteria	Total Points Possible	Points Awarded
Company Profile • All Required Info Provided (18-20 points) • Most Required Info Provided (15-17 points) • Some Required Info Provided (10-14 points) • Little to No Required Info Provided (0-9 points)	20	20
Qualifications of Firm • Demonstrated Completion of Several Similar projects (27-30 points) • Demonstrated Completion of a Few Similar projects (20-26 points) • Some experience with Similar Projects (15-19 points) • Limited or no Experience with Similar Projects (0-14 points)	30	14
Capacity to Perform Using In-House Staff Resources • Clearly Demonstrates Ability to Perform (22-25 points) • Adequately Demonstrates Ability to Perform (17-21 points) • Some Capacity to Perform (12-16 points) • Limited or No Capacity to Perform (0-11 points)	25	22
Equipment Capacity and Availability • Comprehensive List (18-20 points) • Adequate List (14-17 points) • Basic List (10-13 points) • Insufficient List (0-9 points)	20	18
Project Approach • Detailed and Innovative (22-25 points) • Adequate (17-21 points) • Basic (12-16 points) • Limited (0-11 points)	25	23
Price Proposal $419,889.25 • Highly Competitive (27-30 points) • Competitive (20-26 points) • Moderately Competitive (15-19 points) • Non-competitive (0-14 points)	30	27

Criteria	Total Points Possible	Points Awarded
Schedule 88 days • Excellent (18-20 points) • Good (14-17 points) • Moderate (10-13 points) • Poor (0-9 points)	20	20
Past Performance Record • Excellent (13-15 points) • Good (10-12 points) • Moderate (7-9 points) • Poor (0-6 points)	15	14
Bonding and Financial Capacity • Comprehensive Bonding and Financial Capacity (13-15 points) • Adequate Bonding and Financial Capacity (10-12 points) • Basic Bonding and Financial Capacity (7-9 points)	15	15
TOTAL POINTS	200	173

Staff Name: Zak Shuma **Signature:** [signature]

VILLAGE OF NORTH PALM BEACH

RFP – BOAT RAMP RECONSTRUCTION

EVALUATION CRITERIA

Bidder Name Ferreira

Criteria	Total Points Possible	Points Awarded
Company Profile • All Required Info Provided (18-20 points) • Most Required Info Provided (15-17 points) • Some Required Info Provided (10-14 points) • Little to No Required Info Provided (0-9 points)	20	20
Qualifications of Firm • Demonstrated Completion of Several Similar projects (27-30 points) • Demonstrated Completion of a Few Similar projects (20-26 points) • Some experience with Similar Projects (15-19 points) • Limited or no Experience with Similar Projects (0-14 points)	30	30
Capacity to Perform Using In-House Staff Resources • Clearly Demonstrates Ability to Perform (22-25 points) • Adequately Demonstrates Ability to Perform (17-21 points) • Some Capacity to Perform (12-16 points) • Limited or No Capacity to Perform (0-11 points)	25	21
Equipment Capacity and Availability • Comprehensive List (18-20 points) • Adequate List (14-17 points) • Basic List (10-13 points) • Insufficient List (0-9 points)	20	20
Project Approach • Detailed and Innovative (22-25 points) • Adequate (17-21 points) • Basic (12-16 points) • Limited (0-11 points)	25	22
Price Proposal $446,947.70 • Highly Competitive (27-30 points) • Competitive (20-26 points) • Moderately Competitive (15-19 points) • Non-competitive (0-14 points)	30	27

Criteria	Total Points Possible	Points Awarded
Schedule 80 Days • Excellent (18-20 points) • Good (14-17 points) • Moderate (10-13 points) • Poor (0-9 points)	20	20
Past Performance Record • Excellent (13-15 points) • Good (10-12 points) • Moderate (7-9 points) • Poor (0-6 points)	15	15
Bonding and Financial Capacity • Comprehensive Bonding and Financial Capacity (13-15 points) • Adequate Bonding and Financial Capacity (10-12 points) • Basic Bonding and Financial Capacity (7-9 points)	15	14
TOTAL POINTS	200	189

Staff Name: Zak Sherman **Signature:**

VILLAGE OF NORTH PALM BEACH

RFP – BOAT RAMP RECONSTRUCTION

EVALUATION CRITERIA

Bidder Name Greenview

Criteria	Total Points Possible	Points Awarded
Company Profile • All Required Info Provided (18-20 points) • Most Required Info Provided (15-17 points) • Some Required Info Provided (10-14 points) • Little to No Required Info Provided (0-9 points)	20	15
Qualifications of Firm • Demonstrated Completion of Several Similar projects (27-30 points) • Demonstrated Completion of a Few Similar projects (20-26 points) • Some experience with Similar Projects (15-19 points) • Limited or no Experience with Similar Projects (0-14 points)	30	14
Capacity to Perform Using In-House Staff Resources • Clearly Demonstrates Ability to Perform (22-25 points) • Adequately Demonstrates Ability to Perform (17-21 points) • Some Capacity to Perform (12-16 points) • Limited or No Capacity to Perform (0-11 points) 69 in house	25	15
Equipment Capacity and Availability • Comprehensive List (18-20 points) • Adequate List (14-17 points) • Basic List (10-13 points) • Insufficient List (0-9 points)	20	13
Project Approach • Detailed and Innovative (22-25 points) • Adequate (17-21 points) • Basic (12-16 points) • Limited (0-11 points)	25	15
Price Proposal $295,162 • Highly Competitive (27-30 points) • Competitive (20-26 points) • Moderately Competitive (15-19 points) • Non-competitive (0-14 points)	30	26

Criteria	Total Points Possible	Points Awarded
Schedule 92 days • Excellent (18-20 points) • Good (14-17 points) • Moderate (10-13 points) • Poor (0-9 points)	20	15
Past Performance Record • Excellent (13-15 points) • Good (10-12 points) • Moderate (7-9 points) • Poor (0-6 points)	15	12
Bonding and Financial Capacity $750K • Comprehensive Bonding and Financial Capacity (13-15 points) • Adequate Bonding and Financial Capacity (10-12 points) • Basic Bonding and Financial Capacity (7-9 points)	15	13
TOTAL POINTS	200	138

Staff Name: _____ **Signature:** _____

VILLAGE OF NORTH PALM BEACH

RFP – BOAT RAMP RECONSTRUCTION

EVALUATION CRITERIA

Bidder Name C & G

Criteria	Total Points Possible	Points Awarded
Company Profile • All Required Info Provided (18-20 points) • Most Required Info Provided (15-17 points) • Some Required Info Provided (10-14 points) • Little to No Required Info Provided (0-9 points)	20	20
Qualifications of Firm • Demonstrated Completion of Several Similar projects (27-30 points) MARINE CONST. • Demonstrated Completion of a Few Similar projects (20-26 points) • Some experience with Similar Projects (15-19 points) • Limited or no Experience with Similar Projects (0-14 points)	30	27
Capacity to Perform Using In-House Staff Resources • Clearly Demonstrates Ability to Perform (22-25 points) • Adequately Demonstrates Ability to Perform (17-21 points) • Some Capacity to Perform (12-16 points) • Limited or No Capacity to Perform (0-11 points) HAS PERFORMED WORK FOR VILLAGE PREVIOUS.	25	22
Equipment Capacity and Availability • Comprehensive List (18-20 points) • Adequate List (14-17 points) • Basic List (10-13 points) • Insufficient List (0-9 points) DETAILED LIST PROVIDED	20	18
Project Approach • Detailed and Innovative (22-25 points) • Adequate (17-21 points) • Basic (12-16 points) • Limited (0-11 points) DETAILED APPROACH.	25	22
Price Proposal • Highly Competitive (27-30 points) • Competitive (20-26 points) • Moderately Competitive (15-19 points) • Non-competitive (0-14 points)	30	5

Criteria	Total Points Possible	Points Awarded
Schedule • Excellent (18-20 points) • Good (14-17 points) • Moderate (10-13 points) • Poor (0-9 points)	20	14
Past Performance Record • Excellent (13-15 points) • Good (10-12 points) • Moderate (7-9 points) • Poor (0-6 points)	15	13
Bonding and Financial Capacity • Comprehensive Bonding and Financial Capacity (13-15 points) • Adequate Bonding and Financial Capacity (10-12 points) • Basic Bonding and Financial Capacity (7-9 points)	15	15
TOTAL POINTS	200	156

Staff Name: JAMIE MOUNT **Signature:**

VILLAGE OF NORTH PALM BEACH

RFP – BOAT RAMP RECONSTRUCTION

EVALUATION CRITERIA

Bidder Name FERREIRA

Criteria	Total Points Possible	Points Awarded
Company Profile • All Required Info Provided (18-20 points) • Most Required Info Provided (15-17 points) • Some Required Info Provided (10-14 points) • Little to No Required Info Provided (0-9 points)	20	20
Qualifications of Firm • Demonstrated Completion of Several Similar projects (27-30 points) • Demonstrated Completion of a Few Similar projects (20-26 points) • Some experience with Similar Projects (15-19 points) • Limited or no Experience with Similar Projects (0-14 points) HAVE WORKED WITH FERREIRA IN PAST.	30	27
Capacity to Perform Using In-House Staff Resources • Clearly Demonstrates Ability to Perform (22-25 points) • Adequately Demonstrates Ability to Perform (17-21 points) • Some Capacity to Perform (12-16 points) • Limited or No Capacity to Perform (0-11 points)	25	22
Equipment Capacity and Availability • Comprehensive List (18-20 points) • Adequate List (14-17 points) • Basic List (10-13 points) • Insufficient List (0-9 points)	20	18
Project Approach • Detailed and Innovative (22-25 points) • Adequate (17-21 points) • Basic (12-16 points) • Limited (0-11 points) DETAILED	25	22
Price Proposal • Highly Competitive (27-30 points) • Competitive (20-26 points) • Moderately Competitive (15-19 points) • Non-competitive (0-14 points) VERY COMP. W/ LOW BID.	30	26

Criteria	Total Points Possible	Points Awarded
Schedule • Excellent (18-20 points) • Good (14-17 points) • Moderate (10-13 points) • Poor (0-9 points) ± 3 months	20	17
Past Performance Record • Excellent (13-15 points) • Good (10-12 points) • Moderate (7-9 points) • Poor (0-6 points)	15	13
Bonding and Financial Capacity • Comprehensive Bonding and Financial Capacity (13-15 points) • Adequate Bonding and Financial Capacity (10-12 points) • Basic Bonding and Financial Capacity (7-9 points)	15	15
TOTAL POINTS	200	180

Staff Name: Jamie Mount **Signature:**

VILLAGE OF NORTH PALM BEACH

RFP – BOAT RAMP RECONSTRUCTION

EVALUATION CRITERIA

Bidder Name TYSON (GREENVIEW)

Criteria	Total Points Possible	Points Awarded
Company Profile • All Required Info Provided (18-20 points) • Most Required Info Provided (15-17 points) • Some Required Info Provided (10-14 points) • Little to No Required Info Provided (0-9 points)	20	20
Qualifications of Firm • Demonstrated Completion of Several Similar projects (27-30 points) • Demonstrated Completion of a Few Similar projects (20-26 points) • Some experience with Similar Projects (15-19 points) • Limited or no Experience with Similar Projects (0-14 points) NO BOAT RAMP CONST. EXP.	30	10
Capacity to Perform Using In-House Staff Resources • Clearly Demonstrates Ability to Perform (22-25 points) • Adequately Demonstrates Ability to Perform (17-21 points) • Some Capacity to Perform (12-16 points) • Limited or No Capacity to Perform (0-11 points) NOT CLEAR ON WHAT WORK WILL BE PERFORMED BY TYSON VS. SUB.	25	12
Equipment Capacity and Availability • Comprehensive List (18-20 points) • Adequate List (14-17 points) • Basic List (10-13 points) • Insufficient List (0-9 points) ~~DID NOT SEE~~ EQUIP LIST.	20	9 Jan 9/12/24
Project Approach • Detailed and Innovative (22-25 points) • Adequate (17-21 points) • Basic (12-16 points) • Limited (0-11 points) NO SPECIFIC PROJECT APPROACH PROVIDED.	25	10
Price Proposal • Highly Competitive (27-30 points) • Competitive (20-26 points) • Moderately Competitive (15-19 points) • Non-competitive (0-14 points)	30	30

SUB – DECS HAS MARINE EXP.
TYSON DICTATING PAYMENT SCH. UNACCEPTABLE.

Criteria	Total Points Possible	Points Awarded
Schedule • Excellent (18-20 points) • Good (14-17 points) • Moderate (10-13 points) • Poor (0-9 points) 95 DAYS (±3 months)	20	17
Past Performance Record • Excellent (13-15 points) • Good (10-12 points) • Moderate (7-9 points) • Poor (0-6 points) STRONG PROJECTS... WRONG SCOPE.	15	12
Bonding and Financial Capacity • Comprehensive Bonding and Financial Capacity (13-15 points) • Adequate Bonding and Financial Capacity (10-12 points) • Basic Bonding and Financial Capacity (7-9 points)	15	15
TOTAL POINTS	200	126 135 JM 9/12/24

Staff Name: JAMIE MOUNT **Signature:** 9-11-24

VILLAGE OF NORTH PALM BEACH

RFP – BOAT RAMP RECONSTRUCTION

EVALUATION CRITERIA

Bidder Name CONE + GRAHAM

Criteria	Total Points Possible	Points Awarded
Company Profile • All Required Info Provided (18-20 points) • Most Required Info Provided (15-17 points) • Some Required Info Provided (10-14 points) • Little to No Required Info Provided (0-9 points)	20	16
Qualifications of Firm • Demonstrated Completion of Several Similar projects (27-30 points) • Demonstrated Completion of a Few Similar projects (20-26 points) • Some experience with Similar Projects (15-19 points) • Limited or no Experience with Similar Projects (0-14 points)	30	25
Capacity to Perform Using In-House Staff Resources • Clearly Demonstrates Ability to Perform (22-25 points) • Adequately Demonstrates Ability to Perform (17-21 points) • Some Capacity to Perform (12-16 points) • Limited or No Capacity to Perform (0-11 points)	25	25
Equipment Capacity and Availability • Comprehensive List (18-20 points) • Adequate List (14-17 points) • Basic List (10-13 points) • Insufficient List (0-9 points)	20	20
Project Approach • Detailed and Innovative (22-25 points) • Adequate (17-21 points) • Basic (12-16 points) • Limited (0-11 points)	25	23
Price Proposal • Highly Competitive (27-30 points) • Competitive (20-26 points) • Moderately Competitive (15-19 points) • Non-competitive (0-14 points)	30	20

Criteria	Total Points Possible	Points Awarded
Schedule • Excellent (18-20 points) • Good (14-17 points) • Moderate (10-13 points) • Poor (0-9 points)	20	18
Past Performance Record • Excellent (13-15 points) • Good (10-12 points) • Moderate (7-9 points) • Poor (0-6 points)	15	13
Bonding and Financial Capacity • Comprehensive Bonding and Financial Capacity (13-15 points) • Adequate Bonding and Financial Capacity (10-12 points) • Basic Bonding and Financial Capacity (7-9 points)	15	13
TOTAL POINTS	200	173

Staff Name: MARC HOLLOWAY **Signature:** M Holloway

VILLAGE OF NORTH PALM BEACH

RFP – BOAT RAMP RECONSTRUCTION

EVALUATION CRITERIA

Bidder Name FERREIRA

Criteria	Total Points Possible	Points Awarded
Company Profile • All Required Info Provided (18-20 points) • Most Required Info Provided (15-17 points) • Some Required Info Provided (10-14 points) • Little to No Required Info Provided (0-9 points)	20	18
Qualifications of Firm • Demonstrated Completion of Several Similar projects (27-30 points) • Demonstrated Completion of a Few Similar projects (20-26 points) • Some experience with Similar Projects (15-19 points) • Limited or no Experience with Similar Projects (0-14 points)	30	29
Capacity to Perform Using In-House Staff Resources • Clearly Demonstrates Ability to Perform (22-25 points) • Adequately Demonstrates Ability to Perform (17-21 points) • Some Capacity to Perform (12-16 points) • Limited or No Capacity to Perform (0-11 points)	25	25
Equipment Capacity and Availability • Comprehensive List (18-20 points) • Adequate List (14-17 points) • Basic List (10-13 points) • Insufficient List (0-9 points)	20	20
Project Approach • Detailed and Innovative (22-25 points) • Adequate (17-21 points) • Basic (12-16 points) • Limited (0-11 points)	25	24
Price Proposal • Highly Competitive (27-30 points) • Competitive (20-26 points) • Moderately Competitive (15-19 points) • Non-competitive (0-14 points)	30	30

Criteria	Total Points Possible	Points Awarded
Schedule • Excellent (18-20 points) • Good (14-17 points) • Moderate (10-13 points) • Poor (0-9 points)	20	18
Past Performance Record • Excellent (13-15 points) • Good (10-12 points) • Moderate (7-9 points) • Poor (0-6 points)	15	15
Bonding and Financial Capacity • Comprehensive Bonding and Financial Capacity (13-15 points) • Adequate Bonding and Financial Capacity (10-12 points) • Basic Bonding and Financial Capacity (7-9 points)	15	14
TOTAL POINTS	200	193

Staff Name: MARC HALLOWAY **Signature:** Marc Holloway

VILLAGE OF NORTH PALM BEACH

RFP – BOAT RAMP RECONSTRUCTION

EVALUATION CRITERIA

TYSON

Bidder Name GREENVIEW CONSTRUCTION

Criteria	Total Points Possible	Points Awarded
Company Profile • All Required Info Provided (18-20 points) • Most Required Info Provided (15-17 points) • Some Required Info Provided (10-14 points) • Little to No Required Info Provided (0-9 points)	20	10
Qualifications of Firm • Demonstrated Completion of Several Similar projects (27-30 points) • Demonstrated Completion of a Few Similar projects (20-26 points) • Some experience with Similar Projects (15-19 points) • Limited or no Experience with Similar Projects (0-14 points)	30	15
Capacity to Perform Using In-House Staff Resources • Clearly Demonstrates Ability to Perform (22-25 points) • Adequately Demonstrates Ability to Perform (17-21 points) • Some Capacity to Perform (12-16 points) • Limited or No Capacity to Perform (0-11 points)	25	5
Equipment Capacity and Availability • Comprehensive List (18-20 points) • Adequate List (14-17 points) • Basic List (10-13 points) • Insufficient List (0-9 points)	20	5
Project Approach • Detailed and Innovative (22-25 points) • Adequate (17-21 points) • Basic (12-16 points) • Limited (0-11 points)	25	10
Price Proposal • Highly Competitive (27-30 points) • Competitive (20-26 points) • Moderately Competitive (15-19 points) • Non-competitive (0-14 points)	30	15

Criteria	Total Points Possible	Points Awarded
Schedule • Excellent (18-20 points) • Good (14-17 points) • Moderate (10-13 points) • Poor (0-9 points)	20	15
Past Performance Record • Excellent (13-15 points) • Good (10-12 points) • Moderate (7-9 points) • Poor (0-6 points)	15	5
Bonding and Financial Capacity • Comprehensive Bonding and Financial Capacity (13-15 points) • Adequate Bonding and Financial Capacity (10-12 points) • Basic Bonding and Financial Capacity (7-9 points)	15.	15
TOTAL POINTS	200	95

Staff Name: Marc Holloway MARC HOLLOWAY **Signature:** _____

Boat Ramp Reconstruction RFP

RFP-Anchorage Park Boat Ramp Replacement-0-2024/ZS

Scoring	Step One (Initial Evaluation) Scoring	#1 ZS	#2 JM	#3 MH	Total	Rank
Cone & Graham		173	156	173	502	2
Ferreira		189	180	193	562	1
Greenview		138	135	95	368	3

9-12-2024

Marc Holloway

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, Public Works Director
James Anthony, Facilities Manager

DATE: September 26, 2024

SUBJECT: **RESOLUTION – Public Works Emergency Generator Replacement**

Village Staff seeks Council approval for the attached Resolution accepting proposals from IntraCoastal Generators, Inc. and Minuteman Electric, Inc. to purchase and install a replacement emergency backup generator for the Public Works building and authorizing execution of Contracts.

Background:
The replacement of the emergency generator is crucial to maintaining power at the Public Works facility during outages. This facility houses fuel storage for Village vehicles, and without power, Public Works and Public Safety operations would require external support. The existing generator, installed in January 1991, has exceeded its operational lifespan, with frequent repairs and increasingly difficult-to-source parts. The proposed replacement is a Cummins 50kW diesel generator, offering enhanced resilience by allowing us to use our own diesel reserves, rather than relying on external resources. The transition from natural gas to diesel also provides flexibility if the Public Works facility is relocated, as the generator can be easily moved.

Purchasing:
This purchase is divided in two parts, as the selected generator vendor does not provide installation services.

1. Generator Purchase

   The Village obtained three quotes for the generator:

   - IntraCoastal Generators, Inc.: $40,267.00 (Selected for best price and quality)
   - IPS Power Systems: $54,516.00
   - Pantropic Power, Inc.: $123,671.00

2. Installation

   Three quotes were also obtained for installation services:

   - Minuteman Electric, Inc.: $14,000.00 (Selected for competitive pricing)
   - Always Ready Generators: $21,051.00
   - Kennedy Electrical, LLC: $23,100.00

Staff is requesting an additional $5,000.00 in contingency funds for the installation to account for potential price fluctuations over the 32-week lead time. Even with the contingency, Minuteman's total remains below the next closest bid.

Funding:
The initial CIP budget for this project was $198,000.00. A reassessment has allowed us to lower costs significantly by using a smaller generator and auxiliary equipment, reducing the total outlay to $59,267.00.

The following budget amendment utilizes $59,267 in CIP funds for this purchase:

Budget Amendment:

Account	Description	Use	Source
K5519-66490	Facilities – Machinery & Equipment	$59,267	
K5541-66000	Reserve Expenses - Capital		$59,267
Total Capital Projects Fund		**$59,267**	**$59,267**

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

Recommendation:
Village staff recommends that the Council consider and approve the attached Resolution authorizing the purchase of an emergency backup generator for the Public Works building from IntraCoastal Generators, Inc., and the installation by Minuteman Electric, Inc., at a total cost not to exceed $59,267.00, with funds expended from the Capital Projects Fund Account No. K5519-66490 (Facilities – Machinery & Equipment) and authorizing the Mayor and Village Clerk to execute Contracts for such goods and services as well as the necessary budget amendment in accordance with Village policies and procedures.

RESOLUTION 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF A NEW GENERATOR FOR THE PUBLIC WORKS FACILITY; APPROVING A CONTRACT WITH INTRACOASTAL GENERATORS, INC. FOR THE PURCHASE OF THE GENERATOR AND APPROVING A CONTRACT WITH MINUTEMAN ELECTRIC, INC. FOR THE INSTALLATION OF THE GENERATOR AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACTS; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLARK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER $59,267.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE FACILITIES – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village procured written quotes for the purchase and installation of a new diesel generator for the Public Works facility; and

WHEREAS, Village Staff recommended accepting the lowest quote for the purchase of the generator from IntraCoastal Generators Inc. and the lowest quote for the installation of the generator from Minuteman Electric, Inc.; and

WHEREAS, the Village seeks to amend the current Capital Projects Fund budget to transfer $59,267.00 from the Capital Reserve Account to the Facilities – Machinery and Equipment Capital Account to fund the purchase and installation of the generator; and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedeures, is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves a Contract with IntraCoastal Generators Inc. for the purchase of a new diesel generator of the Public Works Facility at a cost of $40,267.00 and approves a Contract with Minuteman Electric, Inc. for the installation of the generator at a cost of $14,000.00 and authorizes the Mayor and Village Clerk to execute the Contracts. The total project budget for this purchase, including contingency, is $59,267.00, with funds expended from Account No. K5519-66490 (Facilities – Machinery and Equipment).

Section 3. In order to fund the purchase and installation of the generator, the Village Council hereby approves a budget amendment for the transfer of funds as indicated below and authorizes and directs the Mayor and Village Clerk to execute the following budget amendment for and on behalf of the Village of North Palm Beach:

Budget Amendment:

Account	Description	Use	Source
K5519-66490	Facilities – Machinery & Equipment	$59,267	
K5541-66000	Reserve Expenses - Capital		$59,267
Total Capital Projects Fund		**$59,267**	**$59,267**

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and MINUTEMAN ELECTRIC, INC., a Florida corporation (hereinafter "CONTRACTOR"), 8902 North Elizabeth Avenue, Palm Beach Gardens, Florida 33418.

RECITALS

WHEREAS, the VILLAGE solicited quotes for the installation of a new generator at the Public Works facility ("Work"); and

WHEREAS, the VILLAGE wishes to accept the quote submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

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

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

A. CONTRACTOR shall perform the Work in accordance with its Estimate dated September 5, 2024, which is incorporated herein by reference.

B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.

C. The total cost of the Work shall not exceed **Fourteen Thousand Dollars and No Cents ($14,000.00).**

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall be compensated in the manner set forth in the Estimate and shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will

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

4. Insurance.

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

A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.

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

D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

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

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants, and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants, and employees. The terms of this

Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.

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

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits and comply with all applicable federal, state, and local laws, regulations, and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code. The VILLAGE shall be responsible for the cost of any permits.

7. Warranty/Guaranty.

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

8. Access/Audits.

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

9. Protection of Work and Property.

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

B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

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

10. Miscellaneous Provisions.

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

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

C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.

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

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

F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added

to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of a conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.

H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

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

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

(1) Keep and maintain public records required by the VILLAGE to perform the service.

(2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

(4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

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

K. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submits, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, or subcontractor 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 following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

L. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the VILLAGE may immediately terminate this Contract at is sole option if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

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

MINUTEMAN ELECTRIC, INC.

By: _____

Print Name:_____

Position:_____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY:_____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.

2. I am an officer or authorized representative of **Minuteman Electric, Inc**.

3. **Minuteman Electric, Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and INTRACOASTAL GENERATORS INC., a Florida corporation (hereinafter "CONTRACTOR"), 7815 S.W. Ellipse Way, Suite E12, Stuart, Florida 34997.

RECITALS

WHEREAS, the VILLAGE solicited quotes for the purchase of a new generator for the Public Works facility ("Work"); and

WHEREAS, the VILLAGE wishes to accept the quote submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

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

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

A. CONTRACTOR shall perform the Work (supply the generator) in accordance with its Estimate dated August 22, 2024, which is incorporated herein by reference.

B. This Contract shall remain in effect until such time as the generator is delivered and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.

C. The total cost of the Work shall not exceed **Forty Thousand Two Hundred and Sixty-Seven Dollars and No Cents ($40,267.00).**

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall be compensated in the manner set forth in the Estimate and shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies

that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

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

A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.

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

D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

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

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

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

6. Warranty/Guaranty.

CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

7. Access/Audits.

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

8. Miscellaneous Provisions.

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

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.

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

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

term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of a conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.

G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

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

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

(1) Keep and maintain public records required by the VILLAGE to perform the service.

(2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

(4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

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

J. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submits, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, or subcontractor 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 following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

K. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the VILLAGE may immediately terminate this Contract at is sole option if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

[*Remainder of Page Intentionally Blank – Signatures on Next Page*]

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

INTRACOASTAL GENERATORS, INC.

By: _____

Print Name:_____

Position:_____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY:_____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.

2. I am an officer or authorized representative of **IntraCoastal Generators Inc**.

3. **IntraCoastal Generators Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:

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

PURCHASING QUOTE DOCUMENTATION

Item to be purchased:		Date:
PUBLIC WORKS GENERATOR INSTALL		9/12/2024
		Department:
		PUBLIC WORKS - FACILITIES
Quote #	**Vendor name, phone # & contact**	**Quoted Amount**
1	MINUTEMAN ELECTRIC, INC.	$14.000.00
2	ALWAYS READY GENERATORS	$21,051.00
3	KENNEDY ELECRICAL, LLC	$23,100.00

Vendor Selected: MINUTEMAN ELECTRICAL, INC

Reason BEST PRICE, PRIOR EXPERIENCE WITH FIRM

Approved: _____ 9/12/24
Manager Approval

Approved: _____ 9/12/24
Department Head

Note *: Attach quotes to this summary sheet*

Minuteman Electric, Inc.

Estimate

8902 N. Elizabeth Avenue
Palm Beach Gardens, Fl 33418
Phone 561 625 1776
Fax 561 627 4876

License Number, EC 13001590

DATE	ESTIMATE #
9/5/2024	4696

NAME / ADDRESS
The Village of North Palm Beach 645 Prosperity Farms Road North Palm Beach, FL. 33408 561 691 3440

PROJECT

DESCRIPTION	QTY	COST	TOTAL
*** Public Works Department Generator ***			
Install the 2" conduits and 4/0 wiring for the new generator as per plan. Install a 3/4" conduit parallel to the 2" conduit. Remove the existing transfer switch, Remove the existing transfer switch, Install the new transfer switch, attach the conduit to the transfer switch and generator. Pull in the wiring and make all terminations. Remove the conduit and disconnect feeding the old transfer switch and panel. Install new conduits to and from the transfer switch to the gutter, then the meter can, Change the corroded load side lugs of the meter can. Make all terminations and test for proper operation. Total amount for the job		14,000.00	14,000.00T
*** Generator and transfer switch supplied by the Village *** *** Any unforeseen work required to complete the job will be based on time and materials *** *** Any other work requested will be based on time and materials ***			
50% ($7,000.00) due upon signing and 50% ($7,000.00) Due upon completion			
Accepted: The Above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		0.00	0.00T
Date_____ Authorized Signature_____			
Sales Tax		0.00%	0.00

We look forward in working with you. Sincerely Chas.	**TOTAL**	$14,000.00

Always Ready Generators Powered By: Sam Crane Electrical
2618 SE Market Place
Stuart, FL 34997

Phone: (772) 223-8865
info@alwaysreadygen.com

Bill to
North Palm Beach Village
645 Prosperity Farms Road
North Palm Beach, FL 33408

Ship to
Pete
North Palm Beach Village
645 Prosperity Farms Road
North Palm Beach, FL 33408

Quote #: q3059

Item	Description	Quantity
LOT PRICE - GEN NEW CONTRACT	Labor and Material to Install a 50KW Diesel Generator with (1) 400amp Automatic Transfer Switch (Supplied By Intracoastal Generator) Conduit to be hung 25' Crane Service Included Permit Documents will be supplied to Customer to Submit Factory Start Up Included	1
Gas	*Price does not include fuel tank installation and/or fuel hook up. (done by others) We do not refer other companies, however, as a courtesy, here are few local companies: Elite Gas- 772-220-9678 Paulie Propane- 772-220-2616 Thompson Gas- 772-777-8133 Ferrell Gas- 772-287-4330 Please note, some projects require gas bonding which must be done by an electrician. If your project requires bonding, there will be an additional cost of $ 175.00 from Sam Crane Electrical, LLC. ** Any existing electrical issues at the home that are discovered during the installation will be billed separately and in addition to your generator quote. This may prolong the installation process. These issues; in most cases; can only be discovered during installation when our electricians have the electrical wiring opened. ** ** Automatic Standby Generator systems require an electrical equipment grounding conductor, however, some buildings do not have one. If it is determined by our technician that your electrical service does not contain an electrical equipment grounding conductor, there will be an additional charge of $ 12.00 per foot to install a grounding conductor to meet current National Electrical Code.** INTIAL _____	1

Always Ready Generators Powered By: Sam Crane Electrical
2618 SE Market Place
Stuart, FL 34997

Phone: (772) 223-8865
info@alwaysreadygen.com

Item	Description	Quantity
Terms 50/50	Payment Terms: Quote good for 60 Days 50% Down for Permitting & Mobilization (Subject to non-refundable service fee if cancelled) 50% Upon Job Completion Quote Accepted by _____ Date _____ All material is guaranteed to be as specified unless changed or substituted by owner or owner's representative. All work shall be executed in a workmanlike manner in accordance with accepted standard practices. Any alterations or deviations from the contract plans and specifications involving additional or extra costs will be executed only upon written authorization from the owner or owner's representative and will become an extra charge to the original contract proposal. We will not be held responsible for materials or labor subject to strikes, accidents, delays, or acts or God. In any litigation, arbitration or any other disputes relating to the proposal, inclusive of any or all change orders or other modifications to plans and specifications of the above project, or the parties obligations or performance hereafter, the prevailing party shall recover its attorney fees and any and all related costs, both taxable and non-taxable, from the non-prevailing party.	1

Total: $21,051.00

KENNEDY ELECTRICAL, LLC
EC# 13009371
5262 Club Road
Haverhill, FL 33415
(561) 895-4848

PROPOSAL

To: Pete Lumb

Date: August 28, 2024

Project: Public Works 645 Prosperity Farms Rd. North Palm Beach FL 33408

We propose to perform electrical services as noted below:

Total Price: $23,100.00

Scope/ Notes:

- Install owner provided generator. Set Generator and tie in exhaust.
- Run new conduit and wire from generator to transfer switch.
- Rework conduit and wire from transfer switch to EM panel.
- Replace wires from the meter to gutter.
- **Revised price to include additional footage added to original location of generator.**

- No gas Connection included.
- No low voltage equipment, wiring or terminations included - stub-ups only.
- Installation of any required equipment Boards is planned as **"BY OTHERS"**.
- Any required core drilling, drywall patching, stucco repairs, concrete cut and patch are planned as **"BY OTHERS"**.
- Normal works hours are from 7:00am to 3:30pm (a total of 8 hours), any additional hours to be billed as overtime.
- Parking to be provided, any fees to be passed through for reimbursement.

Payment Terms: 50% deposit due at acceptance, balance due upon completion.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications for the sum shown above with payment to be made as follows: Acceptable Progressive Payments. All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standards and practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. ***The pricing is valid for 30 days.***

Acceptance of Proposal

Signature: _____

Print Name: _____

Date: _____

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

PURCHASING QUOTE DOCUMENTATION

Item to be purchased:		Date:
50kW Generator for Public Works		9/9/2024
		Department:
		PUBLIC WORKS - FACILITIES
Quote #	**Vendor name, phone # & contact**	**Quoted Amount**
1	INTRACOASTAL GENERATORS, INC.	$40,267.00
2	IPS POWER SYSTEMS	$54,516.00
3	PANTROPIC POWER, INC.	$123,671.00

Vendor Selected: INTRACOASTAL GENERATORS, INC.

Reason BEST PRICE, QUALITY EQUIPMENT, KNOWLEDGABLE/RESPONSIVE STAFF

Approved: _____ 9/9/24
Manager Approval

Approved: _____ 9/9/24
Department Head

Note *: Attach quotes to this summary sheet*

ESTIMATE

IntraCoastal Generators Inc.
7815 SW Ellipse Way # E13
Stuart, FL 34997

malinda@intracoastalgenerators.com
+1 (772) 200-0667

Bill to
North Palm Beach Village
645 Prosperity Farms Road
North Palm Beach, Florida
33408

Ship to
North Palm Beach Village
645 Prosperity Farms Road
North Palm Beach, Florida
33408

Estimate details
Estimate no.: 1875
Estimate date: 08/22/2024
Expiration date: 09/06/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Cummins**	Cummins 50KW Diesel 120/240 1Ph with emergency stop switch and 48hr double wall tank	1	$36,320.00	$36,320.00
2.		**Cummins**	Cummins ATS 400A 120/240 1Ph SE Rated Nema3	1	$3,597.00	$3,597.00
3.		**Shipping & Handling**	Shipping & Handling to Riviera Beach	1	$350.00	$350.00
4.			***EQUIPMENT ONLY*** INSTALLATION QUOTE VIA 3RD PARTY			
5.			LEAD TIMES ARE ESTIMATES, ARE NOT GUARANTEED AND ARE SOMETIMES AFFECTED BY THE SUPPLY CHAIN AS WELL AS CIRCUMSTANCES BEYOND OUR CONTROL. ***ESTIMATED 32-50 WEEKS***			
6.			A deposit in the amount of $20,308.50 is required to begin processing your order. This deposit includes 50% of equipment cost and 100% of shipping cost.			
7.			Balance due prior to pick up.			

Total **$40,267.00**

Note to customer

NOTE- THIS QUOTATION IS FOR EQUIPMENT AS DESCRIBED ONLY. PERMITTING, COMMISSIONING, CABLING, INSTALLATION AND ELECTRICAL SERVICES, AND AUXILLARY EQUIPMENT REQUIRED FOR INSTALLATION ARE NOT INCLUDED WITHIN THE SCOPE OF THIS QUOTATION.

Expiry date 09/06/2024

Accepted date

Accepted by

PROPOSAL

IPS Power Systems
6312 78th street
Riverview, Florida 33578
www.ips.us

TOTAL NET VALUE **$54,516.00**

Village of North Palm Beach (Main)

645 Prosperity Farms Rd.
North Palm Beach, FL 33408

Proposal #	TAW-34988
Proposal Date	08.06.2024
Project	50REOZK REPLACEMENT
Contact	Tim Grady
Expires	09.06.2024
Email	Tim.Grady@tawinc.com
Mobile Number :	(954)-668-7247
Branch	Pompano
Address	1500 NW 15th Avenue, Pompano Beach, FL 33069

Attention: Pete Lumb

ITEM & DESCRIPTION	AMOUNT
KOHLER Model 50REOZK , EPA Certified Diesel Generator Set 50KW 120/240V SINGLE PHASE	$46,258.00 46,258.00

APM / Controller meets NFPA 110
Flexible exhaust piece, Critical Silencer
Flexible Fuel Lines
Sub-base Fuel Tank, 48 Hour, 131 Gallon, UL142, FDEP Compliant
Fuel Water Separator
200amp Line Circuit Breaker,
Block Heater 120 volt 1000X Watt
Battery Rack and Cables
Starting Battery, Lead Acid
Battery Charger: 10 Amps
Remote Emergency Stop, Lockable
Remote Annunciator
Vibration Isolators: Internal

Automatic Transfer Switch(es)

Certified Factory Test @ 1.0P.F.
1 Engine, Generator Parts, Maintenance Manuals & 1 Electronic Manual

Warranty and Services:
X Year Warranty
Start Up
On Site Load Bank Testing



ITEM & DESCRIPTION	AMOUNT

Supplied by Others
Off-loading @ Job Site
Installation of System
Fuel & Electrical Piping
All Infrared, 3rd Party & NETA Testing
Supply of Fuel

Estimated Lead Time
XX to XX weeks after release of order
Please note: The lead time provided represents the most current factory lead times and is subject to change at the time of order release

Exceptions / Clarifications / Notes:

Offer Based Upon:

250amp 2 pole SERVICE ENTRANCE AUTOMATIC TRANSFER SWITCHES WITH THERMAG BREAKERS AS MAINS	$8,258.00
	8,258.00

Note:
Delivery, Start up, and Load testing are quoted as during normal business hours. If after hours, weekend, or holiday work hours are required, the Contractor will be responsible for the overtime differential unless otherwise noted

Total Net Value **$54,516.00**

F.O.B. Factory
Freight Allowed To Job Site
Sales Tax Not Included

**ADDITIONAL EXCEPTIONS & NOTES:

Terms & Conditions

TAW Power Systems, Inc. STANDARD TERMS and CONDITIONS apply to all offers for purchase and any purchase orders accepted by TAW Power Systems, Inc. You may find a copy under the terms and conditions section at tawinc.com or please contact our office at 800-456-9449 and we will forward you a copy. TAW Power Systems, Inc. will transmit a written delivery schedule based on the manufacturer's confirmation, approximately fifteen (15) days after product release. Also included will be the related progress invoice values based on material shipments.

All TAW Power Systems, Inc. offers, plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW Power Systems, Inc. and Buyer has no right to reproduce, distribute or publish copies of TAW Power Systems, Inc's copyrighted works or to create derivative works of TAW Power Systems, Inc. copyrighted works without the express written permission of an authorized representative of TAW Power Systems, Inc.

Offer Acceptance Signature _____



Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

Ed Riveron - EPG Sales
8205 N.W. 58 St. Miami, Fl. 33166
P: 305.592.4944/ F: 305.477.1943

Date: 08-27-2024

Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida, 33408

Quote # 3139 / 7123 -01

Qty	I/L	Description	
1	L	One (1) New Caterpillar / Olympian Model D50-2LC Diesel Engine Generator set, UL 2200 Listed, rated @ 50kW Standby, 120 / 240 VAC, 1 Phase, 60 Hz., 1800 rpm **Diesel** Engine Generator Set with the following accessories: • EPA Tier III Emission compliant unit • Isochronous electronic governor – ADEM A4 • Air Inlet – Air cleaner with filter restriction indicator – Combustion air inlet flow rate = 187.2 cfm • Engine Auto-start Control Panel GCCP 1.2 - Control Panel (unit mounted) GCCP 1.2 is an auto Start Control Module suitable for a wide variety of diesel gen-set applications. Monitoring an extensive number of engine parameters, the modules will display warnings, shutdown and engine status information on the back-lit LCD screen, illuminated LEDs and remote PC. • 4-line back-lit LCD text display • Multiple display languages • Five-key menu navigation • LCD alarm indication • Customizable power-up text and images • Data logging facility • Internal PLC editor • Protections disable feature • Fully configurable via PC using USB & RS485 communication • Front panel configuration with PIN protection • Power save mode • 3-phase generator sensing and protection	

- Generator current and power monitoring (kW, kvar, kVA, pf)
- kW and kvar overload and reverse power alarms
- Over current protection
- Unbalanced load protection
- Breaker control via fascia buttons
- Fuel and start outputs configurable when using CAN
- Support for 0 V to 10 V & 4 mA to 20 mA sensors
- 8 configurable digital inputs (3 available for Customer use)
- 8 configurable digital outputs (5 available for Customer use)
- 4 configurable analogue outputs (3 available for Customer Use)
- CAN, MPU and alternator frequency speed sensing in one variant
- Real time clock
- Engine pre-heat and post-heat functions
- Engine run-time scheduler
- Engine idle control for starting & stopping
- Fuel usage monitor and low fuel level alarms
- 3 configurable maintenance alarms

Benefits

- Hours counter provides accurate information for monitoring and maintenance periods
- User-friendly set-up and button layout for ease of use
- Multiple parameters are monitored & displayed simultaneously for full visibility
- The module can be configured to suit a wide range of applications for user flexibility
- PLC editor allows user configurable functions to meet user specific application requirements.
- RS485 Communication port can be used for the Remote Monitoring Communication (Compatible with Cat PLG)

Specification:

DC Supply Continuous Voltage Rating

- 8 V to 35 V Continuous
- 5 V for up to 1 minute

Cranking Dropouts

Able to survive 0 V for 100 mS, providing supply was at least 10 V before dropped and supply recovers to 5 V. This is achieved without the need for internal batteries.

LED's and backlight will not be maintained during cranking.

Maximum Operating Current

260 mA at 12 V, 150 mA at 24 V

Maximum Standby Current

145 mA at 12 V, 85 mA at 24 V

Charge Fail / Excitation Range

0 V to 35 V

Generator & Mains (Utility) Voltage Range

15 V to 415 V AC (Ph to N)
26 V to 719 V AC (Ph to Ph)

Frequency Range
3.5 Hz to 75 Hz

Magnetic Pickup Voltage Range
+/- 0.5 V to 70 V

Frequency Range
10,000 Hz (max)

Inputs
Digital Inputs A to H
Negative switching

Analogue Inputs A & D
Configurable as:
Negative switching digital input 0 V to 10 V sensor
4 mA to 20 mA sensor resistive sensor

Analogue Inputs B & C
Configurable as:
Negative switching digital input resistive sensor

Outputs
Output A & B (Fuel & Start)
15 A DC at supply voltage
Auxiliary Outputs C, D, E, F, G, & H
2 A DC at supply voltage

Dimensional Overall
216 mm x 158 mm x 43 mm
8.5" x 6.2" x 1.5"
Panel Cut-Out
184 mm x 137 mm
7.2" x 5.3"

Maximum Panel Thickness
8 mm
0.3"

Storage Temperature Range
-40 degrees C to + 85 degrees C
-40 degrees F to + 185 degrees F

Operating Temperature Range
-30 degrees C to +70 degrees C
-22 degrees F to + 158 degrees F

Miami
8205 NW 58 Street
Miami, FL 33166
305.592.4944 tel
305.477.1943 fax

Fort Lauderdale
2501 State Road 84
Ft. Lauderdale, FL 33312
954.797.7972 tel
954.791.7719 fax

West Palm Beach
5460 Okeechobee Boulevard
West Palm Beach, FL 33417
561.640.0818 tel
561.640.7894 fax

Stuart
272 N. Flagler Avenue
Stuart, FL 34994
772.692.3442 tel
772.692.9757 fax

Fort Myers
2471 Rockfill Road
Fort Myers, FL 33916
239.337.4222 tel
239.337.4211 fax

- Cooling System
  - Unit mounted radiator 50-degree C ambient or 122 degrees F
  - Coolant drain and valve
  - Fan and belt guards
  - Extended life coolant
  - Coolant level sensor
  - Air flow restriction (system) = 0.48 in. water
  - Engine Coolant capacity with radiator / expansion tank = 4.4 gallons
  - Engine coolant capacity = 1.8 gallons
  - Radiator coolant capacity = 2.5 gallons

- Heat Rejection
  - Heat rejection to exhaust (total) = 3805 Btu/min
  - Heat rejection to atmosphere from engine = 847.3 Btu/min

- Engine
  - Caterpillar model C4.4, Inline 4 cylinder, 4-stroke-cycle water-cooled
  - Cylinder bore diameter = 4.1 inches
  - Piston stroke = 5.0 inches
  - Compression ratio = 18.2:1
  - Total cylinder displacement = 269 cubic inches
  - Aspiration = Turbocharged
  - Fuel system = Common rail
  - Governor type = Electronic
  - Fuel consumption:
    - Full load = 4.2 gallons per hour
    - Three – quarters load = 3.2 gallons per hour
    - Half load = 2.3 gallons per hour

- Exhaust System
  - Exhaust stack gas temperature = 1060 F
  - Exhaust gas flow rate = 484.0 cfm
  - Exhaust flange size (internal diameter) = 2.5 in.
  - Exhaust system back pressure (maximum) = 60.2 in. water

- Fuel System
  - Oil impervious flexible fuel lines
  - Fuel filter / water separator

- Permanent Magnet Excited Generator System
  - Class "H" insulation with a (125 degrees C) temperature rise
  - Drip proof generator air intake (NEMA 2, IP23)
  - Electrical design in accordance with BS5000 Part 99, EN61000 – 6, IEC60034 -1, NEMA MG – 1.33
  - IP23 Protection
  - Excitation = Permanent Magnet
  - Pitch = 0.6667
  - Number of poles = 4
  - Number of bearings = single bearing

		– Number of leads = 12 – IP Rating = IP23 – Over-speed capability (%) = 125 – Wave form deviation (%) = 2 – Voltage regulator = single phase sensing – Voltage regulation = + / - 0.5% (steady state) – Anti-condensation heater (space heater) thermostatically controlled. – One (1) 250-amp, 2 poles, LSI adjustable trip unit, Thermal Magnetic Circuit Breaker with 12VDC shunt trip and auxiliary contacts • Starting System – Lead acid engine starting battery & cables. – 12 volts starting motor. – Battery Charger; 12VDC, 10 Amp output. 120 VAC, 1 Phase Input, Nema 1 enclosure. – Battery charging alternator – Jacket Water Heater, 120VAC input • Lubrication System – Total oil capacity = 2.0 gallons – Oil pan = 1.8 gallons • Mounting System – Heavy duty structural steel rails with lifting points – Anti – vibration pads to ensure vibration isolation. – Complete OSHA guarding – Provide for Ship Loose 4" x ¼" Neoprene Padding for Installation Between Tank and Pad • General – High gloss polyurethane paint, Caterpillar Yellow except rails and radiators black – Anticorrosive paint protection – All electroplated hardware	
1	L	• <u>Weather Resistant, Level 1 Sound Attenuated, Aluminum Enclosure:</u> – Approximate dimensions: 120" L x 72" W x 96" H (estimated weight: 2,000lbs). – Enclosure Exterior to be of .080",3003-H14 Aluminum, Formed, Panel Construction, Pre-Painted Finish (Standard Color White). – Air Intake: Fixed Aluminum Intake Louvers with Bird Screen. – Air Discharge: Discharge Hood with Gravity Dampers and Bird Screen. – 3" Sound Attenuating Fire Blanket in Walls, Doors and Ceilings. Insulation Retained with .050" Perforated Aluminum. Enclosure is Designed to Reduce Source SPL by 10 dB (A) @ 7M in a Free-Field Environment. – Four (4) Single, Access Doors with Padlocking Provisions, Panic Release and Corrosion Resistant Hardware. – Enclosure External Fasteners to be Stainless Steel. – Silencer Supports for Interior Mounted, Internally Insulated, Critical Grade Silencer. – Exhaust Discharge Elbow and Rain Cap.	**Included**

		– Exhaust Flex Connectors, Exhaust Gaskets and Bolt Kits. – Exhaust Flex and Elbow to be Thermally Wrapped. – Rain Collar and Rain Shield at Exhaust Penetration in Roof. – Extend Oil and Coolant Drains to Exterior of Enclosure. – Extend Crank Case Disposal to Radiator Discharge (if applicable). – Cambered Roof Design to aid in Water Shedding. – Enclosure Suitable for 180 MPH Wind Loading (PE Certificates are Available at an Additional Charge). – Enclosure to Bear the Insignia of the Florida Department of Business and Professional Regulation to Document Compliance with the 2023 Florida Building Code. <u>Generator Electrical Integration:</u> – Jacket Water Heaters to Junction Box. – Generator Strip Heaters to Junction Box. – Battery Charger to Junction Box and DC Output for Batteries via Termination on Starter. – All Electrical to be Run in EMT or LFMC to meet NFPA 70.	
1	L	• <u>275-Gallon UL-142, FDEP Sub-Base Fuel Tank:</u> – Approximate Dimensions: 144" L x 72" W x 14" H (estimated dry weight: 2,600lbs) – Capacity based on 48 hours @ 4.3gph (100% Load) 210 Useable Gallons. – 10ga Mild Steel Primary Tank, 7ga Mild Steel Secondary Tank. – Mechanical Fuel Level Gauge (Kruger Model H EQ#730). – Supply and Return Connections. – 2" Fill with Lockable Cap with FDEP Spill Containment with Overfill Prevention Valve (Morrison 9095SA-0500AV EQ#858). – Normal and Emergency Vent Fittings Installed Per UL-142. – Interstitial Space with FDEP Approved Leak Detection Switch (Pneumercator LS-600LDBN EQ# 705) Wired to Generator Control Panel – Low Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set @ 35% Remaining Capacity Wired to Generator Control Panel – High Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set @ 90% Tank Capacity Wired to Generator Control Panel – Cable Stub Up Opening Under Circuit Breaker. – Generator Mounting Beams. – 2 Lifting Points per Side (4 Total) for Lifting Generator Set, Enclosure and Tank (Empty). – Tank Primed with Two Part Epoxy Zinc Based Primer and Two-Part Polyester/Polyurethane Topcoat -Gloss Black. <u>Ship under Vacuum:</u> – Tank sealed and shipped under vacuum per Florida Administrative Code Chapter 62-762 and NFPA30 – Tank Vacuum to be Verified and Documented per NFPA-30 Immediately upon receipt and placement at the job site.	**Included**

1	L	• Automatic Transfer Switch – (shipped loose installed by others) One (1) Asco 300 Series Automatic Open Transition Transfer Switch, 104 amps, 1 phase,3 wire, 2 pole, 120/240vac, 60Hz, Nema 1 enclosure Catalog Number: D03ATSA20104FGXC,1UP,11BE,18RX Optional Accessories: 11BE, 18RX – Solid neutral bar – 300 Series, Automatic Delayed Transition Transfer Switch – No. of cables & lug size; 1, #4 AWG to 600 MCM or (2) 1/0 AWG to 250 MCM Option 11BE - Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring. Option 18RX - REX (Relay Expansion Module) with Normal and Emergency available output contacts (18B & 18G) ➢ Estimated Delivery Time: 8 – 10 Weeks	**Included**
1	L	• Additional items – Generator set submittals for review. – Operation and Maintenance Manuals – Initial fill of engine lubricating oil and Caterpillar extended life coolant – One (1) remote stop station Nema 3R enclosure (shipped loose installed by others) – One (1) remote 16 light annunciator panel (shipped loose installed by others) – Engine generator set pre-start-up check list – Certificate of proper installation – Certified copy of field load-bank testing report	**Included**
1	I	• Factory Testing – Factory load bank testing of the unit at 1.0 pf indicating generator set capability of carrying full load. - Results at full load reported are: engine rpm, frequency, average voltage, line-to-line voltages, average current, line currents for all phases, and corrected power--all at 1.0 power factor. - Certified Factory Test Reports provided.	**Included**

1	I	• Start –up and Training. – Start-Up and Building Load Test of generator set by a factory trained technician during normal business hours of 8:00am to 5:00pm) – Resistive load – bank test on-site after start-up is completed for four (4) hour test at 100% load using utilizing a resistive load bank. (During normal business hours of 8:00am to 5:00pm) – Maintenance Personnel training during normal business hours of 8:00am to 5:00pm)	**Included**
1	I	• Generator Set Warranty – Ten (10) year Caterpillar Factory Warranty	**Included**

Price F.O.B. Miami (freight prepaid to jobsite)
..... $ 123,671.00 (sales tax not included)

Exceptions / Clarifications to above proposal:

1. At the present time, the lead time for manufacturing a unit of this size is presently running at 26 - 28 weeks from the time of release.
2. The concrete pad for placement of generator set is to be provided by others.
3. Anchoring bolts / shims for securing of generator set to concrete pad are to be provided by others.
4. Diesel fuel is to be supplied by others.
5. Cable termination lugs for neutral bar and ground bar at generator set are to be provided by the installing electrical contractor.
6. Factory witness testing is not included in this proposal.
7. Wiring interface: all required control, alarm, and communication signal wiring to be site interfaced with remote equipment is by the electrical contractor.
8. Electrical supply for the generator accessories to be provided by others.
9. Factory Inspection and Tests. The engine generator sets will be tested and verified for proper operation of all safeties and shutdown devices before leaving Caterpillar's testing facilities however no witness testing of viewing of these tests have been included in this proposal.
10. Prototype documentation can be provided at the time of submittals showing testing that has been done on the engine and generator set for verification of acceptable values. On –site testing of generator set by an independent outside agency such as NETA is not included in this proposal.

11. Testing of the Caterpillar C-4.4 engine has already been performed at the factory and is labeled before shipment by Caterpillar that the generator set being provided meets the Federal required emissions level in place at the time of manufacturing. No, additional emission testing is included in this proposal.

12. Grounding and bonding of equipment is by the electrical contractor.

13. Infrared scanning if required to be provided by others.

14. Short Circuit Coordination Study and any power system electrical analysis are not included in this Pantropic Power proposal or Pantropic Power's scope of supply and is to be provided by others. All electrical equipment and protective device testing and calibration services are to be provided by others.

15. Installation of the generator set, exhaust system, transfer switch, remote annunciator panel, and emergency break glass station is to be installed by others. Pantropic Power, Inc. is a supplier of emergency power products where installation of the above equipment requires licensed electrical and mechanical contractors to perform this work.

    Pantropic Power, Inc. will advise as to how the equipment is to be installed through submittal drawings.

16. Off-loading and placement of generator set, and accessories indicated above are to be provided by others. The generator set will arrive on-site on a flatbed truck where a crane and a rigging crew will be required to offload the unit and place the generator set into its final location.

ASCO UL1008 Withstand and Closing Ratings, ...
(RMS Symmetrical Amps)

Frame	Switch Rating (Amps)		300, 4000 & 7000 Series							4000 & 7000 Series				7000 Series							
			Current Limiting Fuses				Specific Breaker			Time Based				Short Time Ratings' (sec)							
														480V Max.				600V Max.			
	Transfer Switches	Bypass Switches	480V Max.	600V Max.	Max Size A	Class	240V Max.	480V Max.	600V Max.	Time (sec)	240V Max.	480V Max.	600V Max.	.13	.2	.3	.5	.13	.3	.5
D	30		100kA		300	J	22kA	22kA	10kA	0.025	10kA	10kA	10kA							
			200kA	35kA	200	J														
			35kA	35kA	200	RK1														
D	70, 100		35kA	35kA	200	RK1	1501:A	85kA	25kA	0.025	10kA	10kA	10kA							
			200kA	35kA	200	J														
D	150		35kA	35kA	200	RK1	1501:A	85kA	25kA	0.025	10kA	10kA	10kA							
			200kA	35kA	200	J														
D	200		200kA	35kA	200	J	2001:A	85kA	14kA	0.025	10kA	10kA	10kA							
			35kA	35kA	200	RK1														
D	230		100kA		300	J	2001:A	85kA	14kA	0.025	10kA	10kA								
E	260,400		200kA		600	J	65kA	42kA	22kA	0.05	35kA	35kA	22kA							
J	150, 200, 260	150, 200, 230, 260	200kA	2001:A	600	J	2001:A	200kA	42kA	0.05	65kA	42kA;	35kA	7.5kA							
					800	L															
J	400	400	200kA	200kA	600	J	65kA	SOkA	42kA	0.05	65kA	42kA'	35kA	7.5kA							
					800	L															
J	600	600	200kA	200kA	800	L	65kA	85kA	42kA	0.05	65kA	42kA;	35kA	7.SkA'							
			200kA	200kA	800	J															
eH	600	600	200kA	200kA	1600	L	65kA	150kA	65kA	0.05	50kA	SOkA	SOkA	3611A				36kA			
p'	600	600	200kA	200kA	1600	L	65kA	1501:A	65kA	0.05	501:A	SOkA	SOkA	36kA		311kA		36kA			
P'	800	800-1200	200kA	200kA	1600	L	65kA	1501:A	65kA	0.05	50kA	SOkA	SOkA	3611A		311kA		36kA			
H	800 -1200	800 -1200	200kA	200kA	mm'	L	65kA	1501:A	65kA	0.05	50kA	SOkA	SOkA	36kA				36kA			
a'	600-1600	600-1600	200kA	200kA	2000	L	65kA	65kA	65kA	0.05	65kA	65kA	65kA	50kA				50kA			
gi	800 - 1200	800 -1200	200kA	200kA	2500	L	100kA	1001:A	65kA	0.05	100kA	1001:A	65kA	65kA				65kA			
G'	1000 - 1200	1000-1200	200kA	200kA	2000	L	85kA	85kA	85kA	0.05	85kA	85kA	85kA								
G	1000 - 2000 (Front Connected TS OilM		200kA	200kA	2500	L	85kA	BSkA	BSkA	0.05	BSkA	851:A	851:A	42\lA		36kA					
G'	1600 - 2000	1600- 2000	200kA	200kA	3000	L	2001:A	2D0kA	100kA	D.05	100kA	100kA	1DDkA	42\lA		36kA		42kA			
51	1600 - 2000	1 600 - 2000	200kA	200kA	2500	L	100kA	1001:A	85kA	D.05	100kA	1D01:A	85kA	85kA		65kA		85kA		65kA	
G	2600- 3000	2600 -3000	200kA	200kA	4000	L	1251:A'	1 25kA'	100kA	D.05	100kA	1D01:A	1 D01:A	42\lA		36kA		42kA			
G'	3200		200kA		4000	L	100kA	1001:A		D.05	100kA	1D01:A									
G	4000	4000	200kA	200kA	5000	L	100kA	1001:A	100kA	D.05	100kA	1D01:A	1 D01:A	85KA		651:A		65kA			
u'	2600 - 4000	2600 - 4000	200kA	200kA	5000	L	1251:A	1 25kA	125kA	0.05	125kA	125kA	125kA	100kA				1001:A			

Notes:
1) Alt WCR values indicated are ested in accordance v.ilh the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR inform1:1tion
2) Awication requirements may perr1it higher WCR for certa11 swifcll sizes.
3) Short Time ratings are provided for ap icillicos involving circ.it breakers that utilize flip delay settings for sys em selectiNe coord11atioo
4) Max fuse rating is 1200A on front connected frame sv.ifches
5) Switches utilizing overlapj.ingneutral (code 'Cj have 35kA, D.050 Sec ome breed rating at 480V Max
6) Rafa-g shown is for Bypass switclles on , Transfer 5wrrcll rating is 1DOkA
7) See ASCO ior Service Ent ance Switch ratings
8) These frames are oofy available on the 7000 Series product
9) Short Time Rating applies to 600A Bypass switch onfy, the 600A Transfer Sl'Alch does cotlm e a Short Time Rating

3-Aug-21

Miami
8205 NW 58 Street
Miami, FL 33166
305.592.4944 tel
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772.692.3442 tel
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2471 Rockfill Road
Fort Myers, FL 33916
239.337.4222 tel
239.337.4211 fax

Important: Quote does not include the following (unless otherwise specifically noted above in the General Scope of Supply):

- **Fuel, Fuel Piping, Fuel Venting**
- **Fuel Equipment Installation**
- **Exhaust Equipment Installation**
- **Exhaust Pipe & Insulation**
- **Electrical Equip. Installation**
- **Cables, Wires and Conduits**
- **All Equipment Installation**
- **Engineering & Design**
- **Engineering Drawings**
- **Installation Permitting & Fees**
- **Foundation Concrete Pad**
- **Equipment Unloading**
- **Equipment Storing**
- **Equipment Rental**
- **Equipment Anchoring**

This quotation, and all prices herein, is valid for 30 days from date of issue. For orders received and processed as a "submit for approval' the project must be released to manufacture within 90 days of the submittal being issued to avoid being subject to a 2% per month price increase unless prior written agreement, between Pantropic Power and the customer, is in place to maintain fixed pricing for an extended-release date. Payments for the scope of work shall be made 30 days net in accordance with the following schedule (percentages are based on total value):

- 10% With approval of submittals
- 20% Twelve (12) weeks after approval of submittals
- 60% With shipment
- Balance payment due prior to start up or 180 days after invoice, whichever occurs

TERMS: **Sales tax has not been included in this quotation.** CONDITIONS: Terms of this sale are subject to credit approval @ Pantropic Power. Cancellations will not be accepted except on terms that will indemnify Pantropic Power against any loss. Cancellation charges will apply to orders cancelled after Pantropic's receipt of written release for production from Customer. The conditions of this quotation become a part of any order resulting hereforth and any purchase order submitted in response to this quotation, modifying, altering, or adding to these conditions shall not be binding unless accepted by us in writing. There are no agreements, understandings, or stipulations relative to this quotation other than those expressed herein. Quotation is subject to Standard Pantropic Power Products, Inc. Standard Terms & Condition on reverse side.

Thank you for allowing us the opportunity to propose the above-described equipment.

PANTROPIC POWER PRODUCTS, INC.

Ed Riveron
(305) 477-3329 Ext. 3159
(305) 477-1943 Fax

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Keith Davis, Fleet Manager

DATE September 26, 2024

SUBJECT: **RESOLUTION – Approving the purchase of four (4) Police Department patrol vehicles pursuant to pricing established in an existing Florida Sheriffs Association Contract, with the outfitting performed by Dana Safety Supply pursuant to an existing City of Miami Contract.**

Village Staff is seeking Council consideration and adoption of the attached Resolution approving the purchase of four (4) Police Department Patrol Vehicles.

During the Fiscal Year (FY) 2025 budgetary process, the Police Department identified its need for vehicles. As a result of limited supply, Staff is requesting that these vehicles be procured prior to FY 2025 utilizing the available funds held in the Village's Special Projects Fund. During the request for quotes, Staff discovered that the vendor has four units that became available as another municipality is not utilizing its full order. The vehicles will need to be painted and equipped to match the North Palm Beach standard.

The following vehicles are requested to be purchased during Fiscal Year 2025:

Police Department Vehicles (Total Purchase Price for four (4) vehicles

Vendor: Garber Chevrolet Gmc Inc.

Vehicle(s): 2024 Chevrolet Tahoe 4wd PPV – V8 (Patrol Unit)
2024 Chevrolet Tahoe 4wd PPV – V8 (Patrol Unit)
2024 Chevrolet Tahoe 4wd PPV – V8 (Patrol Unit)
2024 Chevrolet Tahoe 4wd PPV – V8 (Patrol Unit)

Pricing: Florida Sheriffs Association Contract Number FSA23-VEL31.0 (Vehicles – Annual Contract).

Equipment: Outfitting of the vehicles from Dana Safety Supply utilizing the City of Miami Bid/Contract Number 1301386(26) (Purchase and/or installation of Municipal Vehicle Equipment Citywide).

The cost breakdown by vehicle is shown in the table below:

	Duval Ford/Chevrolet		Dana Safety Supply		Total Cost
Description	**Vehicle**	**Price**	**Quote #**	**Price**	
Patrol Unit	2024 Chevrolet Tahoe	$52,811.55	548498	$16,612.00	$69,423.55
Patrol Unit	2024 Chevrolet Tahoe	$52,811.55	548498	$16,612.00	$69,423.55
Patrol Unit	2024 Chevrolet Tahoe	$52,811.55	548498	$16,612.00	$69,423.55
Patrol Unit	2024 Chevrolet Tahoe	$52,811.55	548498	$16,612.00	$69,423.55
Total		**$211,246.20**		**$66,448.00**	**$277,694.20**

Funding:
These purchases are identified as ones that can be funded using the Special Projects Fund.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Special Projects Fund	Special Projects Fund Expense	Q5541-66410	Automotive	$277,694.20

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of four Police Department Sports Utility Patrol vehicles acquired from Garber Chevrolet pursuant to pricing established in an existing Florida Sheriffs Association Contract and outfitted by Dana Safety Supply pursuant to pricing established in an existing City of Miami Contract at a total cost of $277,694.20, with funds expended from Account No. Q5541-66410 (Special Projects Fund Expense – Automotive) in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF FOUR CHEVROLET TAHOE SPORT UTILITY POLICE VEHICLES FROM GARBER CHEVROLET PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFFS ASSOCIATION CONTRACT AND EQUIPPED BY DANA SAFETY SUPPLY, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CITY OF MIAMI CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the purchase of four Chevrolet Tahoe four-wheel drive patrol SUV's for the Village Police Department from Garber Chevrolet pursuant to pricing established in an existing Florida Sheriffs Association Contract (FSA 23-VEL31.0 (Vehicles – Annual Contract)), each equipped to Village specifications by Dana Safety Supply, Inc. pursuant to pricing established in an existing City of Miami Contract (Bid No. 1301386(26) (Purchase and Installation of Municipal Vehicle Equipment, Citywide)); and

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

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

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

Section 2. The Village Council hereby approves the purchase of four Chevrolet Tahoe four-wheel drive patrol SUV's for the Village Police Department from Garber Chevrolet pursuant to pricing established in an existing Florida Sheriffs Association Contract (FSA 23-VEL31.0 (Vehicles – Annual Contract)), each equipped to Village specifications by Dana Safety Supply, Inc. pursuant to pricing established in an existing City of Miami Contract (Bid No. 1301386(26) (Purchase and Installation of Municipal Vehicle Equipment, Citywide)). The total cost of the purchase shall not exceed $277,694.20, with funds expended from Special Projects Fund Account No. Q5541-66410 (Special Project Funds Expense -- Automotive). The Village Council further authorizes the Village Manager to take all actions necessary to effectuate the purchase.

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

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Village of North Palm Beach

Specification #	194
Unit Description	CK10706/9C1

Prepared for:	Prepared by:
9/17/2024	***Garber Chevrolet GMC Inc.***
Village of North Palm Beach	Dan Drake
Attn: Keith Davis	*(904) 264-2442 ext.2332 FAX: (904) 284-0054*
kdavis@village-npb.org	*3340 Hwy 17 Green Cove Springs, FL 32043*
561-691-3445	ddrake@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA23-VEL31.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2024. If you have any questions regarding this quote please call!

Base Price South

CK10706/9C1 — 2024 Chevrolet Tahoe Pursuit 4WD Commercial — $51,200.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1FL	Commercial Preferred Equipment Group includes standard equipment	Included		$0.00
L84	Engine, 5.3L EcoTec3 V8 w	Included		$0.00
MHU	Transmission, 10-speed automatic	Included		$0.00
GBA	Black Exterior Paint Color	Included		$0.00
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle.)	Included		$0.00
9C1	Identifier for Police Package	Included		$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included		$0.00
LNF	Left Hand Spot Lamp Unity	Included		$0.00
ATZ	Seat delete, second row	Included		$0.00
	NON OEM OPTIONS:			
TTP	Paint 4 Doors White on Black Vehicle (Picture Inc)	1,495.00		$1,495.00
YTAG	Yellow City Tag	116.55		$116.55
DEL	Delivery	Included		$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE	***$ 52,811.55***
TOTAL PURCHASE AMOUNT X 4	***$ 211,246.20***

Village of North Palm Beach

Specification #	193
Unit Description	CC10706/9C1

Prepared for:	Prepared by:
9/12/2024	***Garber Chevrolet GMC Inc.***
Village of North Palm Beach	Dan Drake
Attn: Keith Davis	*(904) 264-2442 ext.2332 FAX: (904) 284-0054*
kdavis@village-npb.org	*3340 Hwy 17 Green Cove Springs, FL 32043*
561-691-3445	ddrake@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA23-VEL31.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2024. If you have any questions regarding this quote please call!

Base Price South

CC10706/9C1

2024 Chevrolet Tahoe Pursuit 2WD Commercial

$48,392.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1FL	Commercial Preferred Equipment Group includes standard equipment	Included		$0.00
L84	Engine, 5.3L EcoTec3 V8 w	Included		$0.00
MHU	Transmission, 10-speed automatic	Included		$0.00
GBA	Black Exterior Paint Color	Included		$0.00
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle.)	Included		$0.00
9C1	Identifier for Police Package	Included		$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included		$0.00
LNF	Left Hand Spot Lamp Unity	Included		$0.00
	NON OEM OPTIONS:			
TTP	Paint 4 Doors White on Black Vehicle (Picture Inc)	1,495.00		$1,495.00
YTAG	Yellow City Tag	116.55		$116.55
DEL	Delivery	Included		$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE	***$ 50,003.55***
TOTAL PURCHASE AMOUNT X 4	***$ 200,014.20***

2021-31668

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
DANA SAFETY SUPPLY, INC

This Professional Services Agreement ("Agreement") is entered into this 8 day of ~~June~~ July, 2021 ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **DANA SAFETY SUPPLY, INC**, a Florida Corporation, whose address is 3810 West Osborne Avenue, Tampa, Florida, 33614 ("Contractor").

SECTION 1
DEFINITIONS

Agreement:	This Agreement between the City and Contractor, including any exhibits and amendments thereto.
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Chief of the Miami Beach Police Department.
Contractor:	For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.
Services:	All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.
Fee:	Amount paid to the Contractor as compensation for Services.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach Resolution No. 2021-31668 which authorized the City Manager and City Attorney to negotiate an agreement for the purchase of certain firearms and related accessories from Dana Safety Supply, Inc., together with all amendments thereto, issued by the City in contemplation of this Agreement.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although Contractor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Contractor; where the Services are performed (although the City will provide Contractor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Contractor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, Contractor should contact the following person:

Miami Beach Police Department
Support Services Division - Training Unit
Charles Weiss - Master Sergeant
305-673-7776 ext 5673
charlesweiss@miamibeachfl.gov

2.2 Contractor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "A" hereto.

SECTION 3
TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto (the Effective Date set forth on p. 1 hereof), and shall have an initial term of Five (5) years.

SECTION 4
FEE

4.1 In consideration of the Services to be provided, City agrees to pay Contractor a fee, not to exceed the amount of $400,000, which shall be paid as described in Exhibit "A" hereto.

4.4 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Miami Beach Police Department
Office of The Chief/Financial Management Unit
Mauvett Rattigan, Public Safety Management/Budget Analyst
305-673-7776 ext 5873
mauvettrattigan@miamibeachfl.gov

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular term(s) of this Agreement, and shall grant Contractor ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Contractor. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO CONTRACTOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.3 The Contractor shall maintain the below required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. General Liability, in the amount of $1,000,000 combined single limit, for bodily injury and property damage. The City of Miami Beach must be endorsed as an Additional Insured as their interest may appear.

6.4 **Additional Insured** - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Contractor's insurance.

6.5 **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

6.6 **Waiver of Subrogation** – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6.7 **Acceptability of Insurers** – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

6.8 **Verification of Coverage** – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

6.9 **Special Risks or Circumstances** - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $10,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of $10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Contractor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Contractor, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Contractor or its employees or

sub-Contractors, without the prior written consent of the City Manager.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor its officers, agents and employees, lobbyists, City staff and elected officials to ensure

compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:
   (1) Keep and maintain public records required by the City to perform the service;
   (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Contractor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

(3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are

only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Contractor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Contractor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement 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. If Contractor enters into a contract with an approved subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Contractor for cause, and the City shall thereafter have or owe no further obligation or liability to Contractor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Contractor otherwise complied with such subsection, the City will promptly notify the Contractor and order the Contractor to immediately terminate the Agreement with the subcontractor. Contractor's failure

to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Contractor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Contractor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Contractor under the foregoing Subsection (B)(1), Contractor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONTRACTOR:
Thomas Sabo - General Manager
Dana Safety Supply Inc.
3810 West Osborne Ave.
Tampa FL 33614
813-348-4866
Tsabo@danasafetysupply.com

TO CITY:
Chief Richard Clements
City of Miami Beach
Miami Beach Police Department
1700 Convention Center Drive
Miami Beach, FL 33139
(305) 673-7925

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 ENTIRETY OF AGREEMENT

The City and Contractor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____ July 8, 2021
Rafael E. Granado, City Clerk

Date: 6/21/2021

_____
Alina T. Hudak, City Manager

_____
Richard Clements, Chief of Police

FOR CONTRACTOR:

DANA SAFETY SUPPLY, INC

ATTEST:

By: _____

THOMAS SABO, GEN. MGR
Print Name and Title

Date: 6/9/2021

_____
Print Name and Title

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney YL 6/17/21
Date

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	356669-C
Customer No.	MIAMI

Bill To	**Ship To**
MIAMI BEACH POLICE DEPT 1100 WASHINGTON AVE PURCHASING DEPARTMENT MIAMI BEACH, FL 33139	MIAMI BEACH POLICE DEPT 1100 WASHINGTON AVE PURCHASING DEPARTMENT MIAMI BEACH, FL 33139
Contact: MAUVETT RATTIGAN **Telephone:** 305-673-7776 X5854 **E-mail:** mauvettrattigan@miamibeachfl.gov	**Contact:** MAUVETT RATTIGAN **Telephone:** 305-673-7776 X5854 **E-mail:** mauvettrattigan@miamibeachfl.gov

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/07/21	GROUND SHIPMENT	FOB DESTINATION		Net 30

Entered By	Salesperson	Ordered By	Project Name
Chris Debrita	Christian Debrita - Tampa	CHARLIE WEISS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
550	550	Y	L320CA-9-BXR3-PRO SIG P320 9MM SEMI AUTO PISTOL, PRO 17RD MAG Warehouse: MIAM Vin #:	443.0000	243,650.00
550	550	Y	7360-75027-411 SLD ALS LOCKING SYSTEM HOLSTER STX BLACK FINISH Warehouse: MIAM Vin #: LIGHT BEARING SIG P320 CARRY MODEL RIGHT HAND	128.0000	70,400.00
550	550	Y	SLI-69424 TLR-7 A LOW-PROFILE, RAIL MOUNTED TACTICAL LIGHT Warehouse: MIAM Vin #:	114.0000	62,700.00
550	550	Y	QUICK-KIT3 SLD BLACK QLS KIT3 -(1) QLS19 & (2) QLS22 Warehouse: MIAM Vin #:	28.0000	15,400.00
30	30	Y	L365XL-9-BXR3 SIG SAUER P365XL 9MM PISTOL Warehouse: MIAM Vin #:	425.0000	12,750.00
5	5	Y	L320F-9-BXR3-PRO SIG P320 9MM SEMI AUTO PISTOL, PRO FULL SIZE Warehouse: MIAM Vin #:	443.0000	2,215.00
15	15	Y	MISC COMP TAC EV2 365 XL HOLSTER Warehouse: MIAM Vin #:	46.0000	690.00

Print Date	06/04/21
Print Time	04:31:57 PM
Page No.	1

Printed By: Chris Debrita

Continued on Next Page

EXHIBIT "A"

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	356669-C
Customer No.	MIAMI

Bill To	**Ship To**
MIAMI BEACH POLICE DEPT 1100 WASHINGTON AVE PURCHASING DEPARTMENT MIAMI BEACH, FL 33139	MIAMI BEACH POLICE DEPT 1100 WASHINGTON AVE PURCHASING DEPARTMENT MIAMI BEACH, FL 33139
Contact: MAUVETT RATTIGAN **Telephone:** 305-673-7776 X5854 **E-mail:** mauvettrattigan@miamibeachfl.gov	**Contact:** MAUVETT RATTIGAN **Telephone:** 305-673-7776 X5854 **E-mail:** mauvettrattigan@miamibeachfl.gov

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/07/21	GROUND SHIPMENT	FOB DESTINATION		Net 30

Entered By	Salesperson	Ordered By	Project Name
Chris Debrita	Christian Debrita - Tampa	CHARLIE WEISS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
49	49	Y	7378-7502-411 SLD 7378 SIG P320C 9/40 X300U SAFSEV BLK RH Warehouse: MIAM Vin #:	46.5000	2,278.50
550	550	Y	MAG-MOD-F-9-21 SIG 320 9MM FULL SIZE MAG 21RDS Warehouse: MIAM Vin #:	38.0000	20,900.00
30	30	Y	MAG-365-9-15 SIG SAUER P365/P365XL 15 RD MAGAZINE Warehouse: MIAM Vin #:	38.0000	1,140.00
456	456	N	GUN M&P 40SW 1.0 FULL SIZE W/EMBLEMS Warehouse: MIAM Vin #: TRADE-IN EMBLEMS WILL BE OBLITERATED ON NON BUYBACKS. TRADE VALUE WILL INCREASE TO 275.00 ON CONFIRMED BUYBACKS	-150.0000	-68,400.00
57	57	N	GUN M&P 40 SW 2.0 FULL SIZE W/O EMBLEMS Warehouse: MIAM Vin #: TRADE-IN TRADE VALUE WILL INCREASE TO 275.00 FOR CONFIRMED BUYBACK	-185.0000	-10,545.00

Print Date	06/04/21
Print Time	04:31:57 PM
Page No.	2

Printed By: Chris Debrita

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	356669-C
Customer No.	MIAMI

Bill To	**Ship To**
MIAMI BEACH POLICE DEPT	MIAMI BEACH POLICE DEPT
1100 WASHINGTON AVE	1100 WASHINGTON AVE
PURCHASING DEPARTMENT	PURCHASING DEPARTMENT
MIAMI BEACH, FL 33139	MIAMI BEACH, FL 33139
Contact: MAUVETT RATTIGAN	**Contact:** MAUVETT RATTIGAN
Telephone: 305-673-7776 X5854	**Telephone:** 305-673-7776 X5854
E-mail: mauvettrattigan@miamibeachfl.gov	**E-mail:** mauvettrattigan@miamibeachfl.gov

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/07/21	GROUND SHIPMENT	FOB DESTINATION		Net 30

Entered By	Salesperson	Ordered By	Project Name
Chris Debrita	Christian Debrita - Tampa	CHARLIE WEISS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
31	31	N	GUN M&P 40 1.0 COMPACT W/ EMBLEM Warehouse: MIAM Vin #: TRADE-IN TRADE VALUE WIL INCREASE TO -275.00 FOR CONFIRMED OFFICER BUYBACK.	-150.0000	-4,650.00
6	6	N	GUN M&P 40 2.0 COMPACT W/O EMBLEM Warehouse: MIAM Vin #: TRADE-IN TRADE VALUE WILL INCREASE TO 275.00 FOR CONFIRMED BUYBACK	-185.0000	-1,110.00
12	12	N	GUN M&P 40 SHIELDS W/O EMBLEM Warehouse: MIAM Vin #: TRADE-IN PRICE WILL INCREASE TO 275.00 FOR CONFIRMED BUYBACK	-100.0000	-1,200.00

DANA SAFETY SUPPLY, INC warrants that all services will be performed and all goods delivered in a professional, first-class manner in accordance with this Agreement and the standards prevailing in the industry. To this end, DANA SAFETY SUPPLY INC will be the provider for purchase of all replacement parts and RMA repairs and will provide onsite armorer assistance as requested by the Miami Beach Police Department in order to trouble shoot issues without additional consideration for a period of five (5) years from the date Vendor executes Addendum. The terms and conditions of this Sales Quote and the City of Miami Beach Addendum attached hereto shall control.

DANA SAFETY SUPPLY, INC

CITY OF MIAMI BEACH, FLORIDA

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Printed By: Chris Debrita

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	356669-C
Customer No.	MIAMI

Bill To	**Ship To**
MIAMI BEACH POLICE DEPT	MIAMI BEACH POLICE DEPT
1100 WASHINGTON AVE	1100 WASHINGTON AVE
PURCHASING DEPARTMENT	PURCHASING DEPARTMENT
MIAMI BEACH, FL 33139	MIAMI BEACH, FL 33139
Contact: MAUVETT RATTIGAN	**Contact:** MAUVETT RATTIGAN
Telephone: 305-673-7776 X5854	**Telephone:** 305-673-7776 X5854
E-mail: mauvettrattigan@miamibeachfl.gov	**E-mail:** mauvettrattigan@miamibeachfl.gov

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/07/21	GROUND SHIPMENT	FOB DESTINATION		Net 30

Entered By	Salesperson	Ordered By	Project Name
Chris Debrita	Christian Debrita - Tampa	CHARLIE WEISS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Richard Clements, Chief of Police		
Name			Date		
Alina T	Hudak, City Manager				
			Approved By: _____		
			☐ **Approve All Items & Quantities**		
			Quote Good for 30 Days		

Print Date	06/04/21
Print Time	04:31:57 PM
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Printed By: Chris Debrita

Subtotal	346,218.50
Freight	0.00
Order Total	346,218.50

MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Raul J. Aguila, Interim City Manager
DATE: April 29, 2021

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE INTERIM CITY MANAGER, WAIVING BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 2-367 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PURCHASE OF SIG SAUER SERVICE FIREARMS AND RELATED ACCESSORIES FROM DANA SAFETY SUPPLY, INC., FOR THE PURPOSE OF STANDARDIZING SIG SAUER BRAND WEAPONS FOR THE POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED THE ANNUAL AMOUNT BUDGETED THROUGH THE CITY'S BUDGETING PROCESS, AND FOR A TERM NOT TO EXCEED FIVE (5) YEARS; AND FURTHER AUTHORIZING THE TRADE-IN OF THE POLICE DEPARTMENT'S CURRENT SERVICE FIREARMS TO DANA SAFETY SUPPLY, INC., WHEREIN THE TOTAL REPLACEMENT COST SHALL NOT EXCEED $400,000.

BACKGROUND/HISTORY

In 2011, the Miami Beach Police Department (MBPD) converted to the Smith and Wesson M&P .40 caliber as the standard duty issued sidearm after an extensive review of available firearms and ammunition. As technology and tactics have evolved, a new study was necessary to ensure that the Department is keeping up with national training and equipment trends. Through this latest round of extensive review, the MBPD Firearms/Training section has determined that the Department should transition to the Sig Sauer P320 X-Carry Pro chambered in 9mm.

ANALYSIS

Why switch firearms?

Along with the mechanical improvements over the currently issued firearm, the switch *makes financial sense* for the following reasons:

1. **Current state of issued duty weapons:** According to manufacturer recommendations, MBPD has reached the service lifespan where each departmentally owned service weapon receives a complete overhaul. Based on the maintenance schedule, the following parts would

need to be replaced on every single firearm: trigger pin, striker assembly, trigger bar, striker block, sear housing block assembly, takedown lever retainer, extractor pin, barrel, extractor spring, trigger pin, locking block pin, striker block spring spacer, extractor, recoil guide rod and potentially the front and rear sights. The cost for these parts, not including man hours spent to conduct the service would be $345.80 per firearm - a cost to the City of approximately $250,000.

2. **Savings in ammunition/maintenance costs:** Based on the latest FBI projectile performance review, the 9mm not only outperforms the .40 cal, but also does it at a cost savings. MBPD will save an average of $25,000.00 a year (a five-year projection of $125,000) for training and duty ammunition. At an additional cost, firearms chambered in .40 cal need to be repaired more often due to the over pressured round.
3. **Cost of preparing firearms for red dot sights:** As studies continue, more agencies are moving towards having red dot sights mounted on firearms due to increased accuracy. The proposed firearm will already come pre-milled to accept the technology. Milling out current firearms will come at a cost of approximately $200.00 per firearm (a total cost to the city of $120,000.00) and cause the officer to be without a firearm for the time it takes to carry out the update.
4. **Current Holster and Weapon Mounted Lights have been discontinued/banned:** The current holster and lights issued have been discontinued. Additionally, the holster itself has been banned from usage in agencies including Florida Department of Law Enforcement, City of Miami Police Department, and the Los Angeles Police Department, citing safety concerns. With the need to purchase new holsters and lights for the entire agency, it makes sense to purchase holsters and lights that will prepare the agency and save money long term.

Why the Sig Sauer P320 X-Carry Pro 9mm?

1. The Sig Sauer P320 X-Carry Pro is a modular firearm that allows for proper grip sizing for every officer. The proper grip ensures proper presentation and assists in proper finger placement on the trigger to improve accuracy.
2. The Sig Sauer P320 X-Carry Pro has been selected by all the branches of the U.S. military which ensures that there will always be parts and accessories at competitive prices to ensure serviceability for years to come.
3. The Sig Sauer P320 has a revolutionary design using a replaceable fire control system. The agency can purchase one firearm and a different grip module and essentially have two different firearms. This allows for mission specific builds ideal for tactical teams such as SWAT and K9.
4. The X-Carry size eliminates the need for the agency to purchase a compact firearm for detectives and administrative personnel (approximately 60 firearms). This alone saves the agency nearly $30,000.00

What Other Firearms Were Evaluated?

1. Beretta APX 9mm
2. Glock 19 9mm
3. Smith and Wesson M&P 9mm
4. Sig Sauer P226 9mm

SUPPORTING SURVEY DATA

N/A

FINANCIAL INFORMATION

With the ability for officers to purchase their currently issued firearms and the budgetary funds already set aside for the firearms range for yearly expenditures, **the change will be of no additional cost to the City, and will result in a projected five-year cost projected savings of $550,000.00.**

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?	**Does this item utilize G.O. Bond Funds?**
Yes	No

Strategic Connection

Neighborhoods - Prevent and solve crime for residents and visitors.

Legislative Tracking

Police

Sponsor

Commissioners Mark Samuelian and Ricky Arriola

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. 2021-31668

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE INTERIM CITY MANAGER, WAIVING BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 2-367 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PURCHASE OF SIG SAUER SERVICE FIREARMS AND RELATED ACCESSORIES FROM DANA SAFETY SUPPLY, INC., FOR THE PURPOSE OF STANDARDIZING SIG SAUER BRAND WEAPONS FOR THE POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED THE ANNUAL AMOUNT BUDGETED THROUGH THE CITY'S BUDGETING PROCESS, AND FOR A TERM NOT TO EXCEED FIVE (5) YEARS; AND FURTHER AUTHORIZING THE TRADE-IN OF THE POLICE DEPARTMENT'S CURRENT SERVICE FIREARMS TO DANA SAFETY SUPPLY, INC., WHEREIN THE TOTAL REPLACEMENT COST SHALL NOT EXCEED $400,000.

WHEREAS, the City of Miami Beach Police Department (the "Police Department") currently has 550 Smith and Wesson M&P .40 caliber service firearms in use by its police officers; and

WHEREAS, the Police Department and its officers have utilized the Smith and Wesson M&P .40 caliber weapons since 2011; and

WHEREAS, such Smith and Wesson M&P firearms are at the end of their service life, which shall require additional costs totaling approximately $117,315.00 (550 firearms at $213.30/each) to replace most of each individual firearm's internal mechanical parts; and

WHEREAS, the 9mm round (projectile/bullet) has become the national standard for police departments and Federal agencies since 2014, and has proven to be more accurate than .40 caliber rounds due to less recoil of the firearm upon discharge; and

WHEREAS, the 9mm rounds are also less expensive than .40 caliber rounds and, in addition, firearms which utilize 9mm rounds typically require less maintenance costs than those firearms that utilize .40 caliber rounds; and

WHEREAS, the Police Department has tested and evaluated the Sig Sauer P320 and P365 firearms through stress tests, shooting courses and fit tests; and

WHEREAS, the Police Department has also researched the extensive testing, findings and results of the Department of Defense, which ultimately purchased 421,000 Sig Sauer P320 firearms for various armed service branches of the United States government; and

WHEREAS, the Sig Sauer P320 firearm provides a modular system that allows for the proper fitting of such firearm to each individual police officer, which provides enhanced tactical necessity; and

WHEREAS, Sig Sauer weapons have been manufactured in the United States since 1985; and

WHEREAS, Sig Sauer sells its firearms directly to the public, however, Dana Safety Supply, Inc. is the only authorized major warehousing distributor of Sig Sauer firearms in the State of Florida; and

WHEREAS, the Police Department has obtained price quotations from Sig Sauer and Dana Safety Supply, Inc. for the purchase of Sig Sauer P320 service weapons; and

WHEREAS, those price quotations provided to the Police Department by Sig Sauer and Dana Safety Supply, Inc. are nearly identical, however, Dana Safety Supply, Inc. is a local vendor (with locations throughout the country, including Pompano Beach, Florida) that can provide faster response time, fair trade-in value for the Police Department's current Smith and Wesson M&P .40 caliber service weapons, and can also be "on-site" to assist the Police Department and its officers in the transition to the new Sig Sauer firearms; and

WHEREAS, since Dana Safety Supply, Inc. is located locally in South Florida, Dana Safety Supply, Inc. can readily accept (and provide) trade-in value for the 550 Smith and Wesson M&P .40 caliber firearms presently utilized by the Police Department without the risk (and associated cost) of shipping such firearms to another State (as Federal law mandates that firearms shall only be shipped via next day service with United Parcel Service); and

WHEREAS, based upon the foregoing, the City Administration believes it to be in the City's best interest to purchase such Sig Sauer service weapons for its Police Department from Dana Safety Supply, Inc.; and

WHEREAS, the City Administration requests that the Mayor and City Commission authorize the City Manager and City Attorney to negotiate and execute an agreement with Dana Safety Supply, Inc., with a term that shall not exceed five (5) years, for the purchase of Sig Sauer service weapons and related accessories for the Police Department, in the total amount not to exceed $400,000 which is within the annual amount approved through the City's budgeting process.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Interim City Manager and waive, by 5/7ths vote, the formal competitive bidding requirement, pursuant to Section 2-367 of the City Code, finding such waiver to be in the best interest of the City, and authorizing the City Manager and City Attorney to negotiate an agreement for the purchase of Sig Sauer service firearms and related accessories from Dana Safety Supply, Inc., for the purpose of standardizing Sig Sauer brand weapons for the Police Department, in an amount not to exceed the annual amount budgeted through the City's budgeting process, and for a term not to exceed five (5) years; and further authorizing the trade-in of the Police Department's current service firearms to Dana Safety Supply, Inc., wherein the total replacement cost shall not exceed $400,000.

PASSED and **ADOPTED** this 29 day of April, 2021.

ATTEST:

4/30/2021

Rafael E. Granado, City Clerk

Dan Gelber, Mayor

MIAMI BEACH INCORPORATED MARCH 26 1915

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

4-8-21

City Attorney MAF Date

VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, CCM, General Manager

DATE: September 26, 2024

SUBJECT: **RESOLUTION –** Approval of Licensing Agreement with NPB Aquatic Group, Inc., for use of the North Palm Beach Country Club Pool Facility for organized swim team training activities

---

Village Staff is requesting Village Council consideration and approval of a License Agreement with NPB Aquatic Group, Inc., for use of the North Palm Beach Country Club Pool Facility to conduct NPB Swim Team training activities. Richard Cavanah and Alf Aguirre are both principals of NPB Aquatic Group, Inc. and the Village has had a License Agreement in place with Richard Cavanah, Inc. since 2019.

With over fifty years of experience in the Village's pool facility and with the NPB Swim Club, NPB Aquatic Group, Inc., will direct and manage the swim team training activities. The License Agreement benefits the Country Club by generating additional revenues from swim lessons, pool memberships, private party rentals, and incremental food and beverage sales. Marketing and promotional opportunities for housing this locally and nationally known swim team led by Coaches Cavanah and Aguirre will only benefit the Village, the Country Club, and its many residents and guests.

The initial term of this agreement shall be three (3) years, and the term shall automatically extend for two (2) additional one (1) year terms unless terminated earlier by either party with 30 days' written notice.

Below is a summary of the proposed License Agreement, as agreed upon between the Country Club General Manager and NPB Aquatic Group, Inc.:

- Annual Rent Breakdown to be paid in twelve (12) equal installments on the first day of the month as follows:

Annual Rent	Monthly Installment	Year	Extended
$31,200	$2,600	1 - 3	$ 93,600
$33,000	$2,750	4	$ 33,000
$36,000	$3,000	5	$ 36,000
Total			$162,600

- Portions of the Country Club pool to conduct swim team training during the following hours:

  <u>NPB Masters (Year Round)</u>
  Monday through Friday, 6:00 am to 7:00 am
  Monday, Tuesday, and Thursday, 6:30 pm to 8:00 pm

  <u>Youth Swim Team (Summer)</u>
  Monday through Saturday, 7:00 am to 9:30 am
  Monday through Thursday, 4:30 pm to 6:00 pm

Youth Swim Team (Winter)
Monday, 4:00 pm to 7:30 pm
Friday, 4:00 pm to 7:30 pm
Saturday, 6:30 am to 10:00 am

Water Polo (Summer)
Wednesday, 6:30 pm to 8:00 pm
Friday, 5:00 pm to 6:30 pm

Water Polo (Winter)
Wednesday, 6:30 pm to 8:00 pm
Friday, 6:30 pm to 9:30 pm

For the purpose of this section, winter hours shall be in effect from the day after Labor Day through Memorial Day. Summer hours shall be in effect from the day after Memorial Day through Labor Day.

NPB Aquatic and the Country Club General Manager will work together on any changes/additions to programs and schedules.

Financial Information (Revenue)

Fund	Department/ Division	Account Number	Account Description	Amount
Country Club	Pool	L2151-03243	Pool Rental	$162,600*

*Over the full five-year term

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

Recommendation:
Village Staff requests Council consideration and approval of the attached Resolution approving a License Agreement with NPB Aquatic Group, Inc., for use of the NPB Country Club Pool Facility for swim team training activities and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT WITH NPB AQUATIC GROUP, INC. TO UTILIZE THE COUNTRY CLUB POOL FOR ORGANIZED SWIM TRAINING ACTIVITIES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff is recommending the execution of a License Agreement with NPB Aquatic Group, Inc. to allow the company to utilize the pool at the North Palm Beach Country Club for organized swim training activities; and

WHEREAS, the License Agreement is for a term of three years, with two additional one-year renewals, and sets forth the conditions under which NPB Aquatic Group may use the pool and provides for a payment of $2,600 per month to the Village, exclusive of taxes, in years one through three, and payments of $2,750 and $3,000 per month in years four and five respectively; and

WHEREAS, the Village Council determines that the approval and execution of the License Agreement is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

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

Section 2. The Village Council of the Village of North Palm Beach, Florida, hereby approves the License Agreement with NPB Aquatic Group, Inc. for use of the pool at the North Palm Beach Country Club, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

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

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

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **VILLAGE OF NORTH PALM BEACH**, a Florida municipal corporation, 501 U.S. Highway One, North Palm Beach, FL 33408, hereinafter referred to as "VILLAGE", and **NPB AQUATIC GROUP, INC.,** a Florida corporation, 951 U.S. Highway One, North Palm Beach, FL 33408, hereinafter referred to as "NPB AQUATIC."

WITNESSETH:

WHEREAS, the VILLAGE is the owner of the North Palm Country Club ("Country Club"), located at 951 U.S. Highway One, North Palm Beach, Florida; and

WHEREAS, NPB AQUATIC wishes to utilize the pool located at the Country Club for the purpose of providing organized swim training activities, specifically, NPB Youth Swim Team, NPB Masters Swim Team and NPB Water Polo (hereinafter "Swim Training Activities"); and

WHEREAS, the VILLAGE wishes to grant NPB AQUATIC a non-exclusive license to perform such activities at the Country Club pool in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the VILLAGE and NPB AQUATIC agree as follows:

1. GRANT OF LICENSE.

A. The VILLAGE hereby grants to NPB AQUATIC a non-exclusive license to utilize portions of the Country Club pool for the purpose of providing Swim Training Activities, as more particularly described in Section 2 below ("Licensed Activities"). In addition to the Licensed Activities, NPB AQUATIC may also utilize portions of the Country Club pool for Infant Swimming Resources (ISR) self-recue program instruction.

B. During the term of this License Agreement, the VILLAGE shall not grant a similar License to any other independent provider of such activities, provided, however, that nothing contained herein shall prevent the Village, through its employees and/or contractors, from providing such activities directly.

2. SCOPE OF LICENSE.

A. The VILLAGE shall allow NPB AQUATIC to occupy portions of the Country Club pool ("Licensed Area") to conduct Swim Training Activities during the following hours:

NPB Masters (Year-Round):

Monday through Friday, 6:00 a.m. to 7:00 a.m.
Monday, Tuesday, and Thursday, 6:30 p.m. to 8:00 p.m.

Youth Swim Team (Summer):

Monday through Saturday, 7:00 a.m. to 9:30 a.m.
Monday through Thursday, 4:00 p.m. to 6:00 p.m.

Youth Swim Team (Winter):

Monday, 4:00 p.m. to 7:30 p.m.
Friday, 4:00 p.m. to 7:30 p.m.
Saturday, 6:30 a.m. to 10:00 a.m.

Water Polo (Summer):

Wednesday, 6:30 p.m. to 8:00 p.m.
Friday, 5:00 p.m. to 6:30 p.m.

Water Polo (Winter):

Wednesday, 6:30 p.m. to 8:00 p.m.
Friday, 6:30 p.m. to 9:30 p.m.

For the purposes of this section, Winter hours shall be in effect from the day after Labor Day through Memorial Day, and Summer hours shall be in effect from the day after Memorial Day through Labor Day. These hours may be revised by mutual agreement of NPB AQUATIC and the Country Club General Manager.

B. When not in use, NPB AQUATIC shall store all of its equipment in a location to be determined by the Country Club General Manager.

C. When the pool is closed to the general public, NPB AQUATIC shall have the right to use the entire Country Club pool, provided, however, that during normal operating hours, the VILLAGE shall retain a portion of the pool for use by the general public, as specified by the Country Club General Manager.

3. TERM OF THE LICENSE.

The initial term of the License granted herein shall be for three years from October 1, 2024 through September 30, 2027. The term shall automatically extend for two additional one-year periods, unless terminated by either party in accordance with Section 7 below.

4. PAYMENT.

As consideration for the grant of the License by the VILLAGE, NPB AQUATIC shall pay to the VILLAGE the following sum, plus all applicable taxes ("License Payment"), payable in advance of each month during the License Term:

A. Two thousand six hundred dollars and no cents ($2,600) per month for years one through three (through September 30, 2027);

B. Two thousand seven hundred and fifty dollars and no cents ($2,750.00) per month for year four (October 1, 2027 through September 30, 2028); and

C. Three thousand dollars and no cents ($3,000.00) per month for year five (October 1, 2028 through September 30, 2029).

5. OBLIGATIONS OF VILLAGE.

A. The VILLAGE shall pay all costs of operating and maintaining the Licensed Area and real property taxes unrelated to the Licensed Activities performed in accordance with this Agreement.

B. The VILLAGE shall provide parking for NPB AQUATIC's employees, agents, and representatives, in addition to its customers and guests, within designated parking areas at the Country Club.

C. The VILLAGE shall supply electricity to operate the scoreboard during swim meets.

6. OBLIGATIONS OF NPB AQUATIC.

A. NPB AQUATIC is solely responsible for all activities performed within the Licensed Area, including, but not limited to, staffing and payment to its employees, agents, and representatives. NPB AQUATIC shall further be solely responsible for all taxes incurred by virtue of its performance of the Licensed Activities.

B. NPB AQUATIC shall secure all permits, licenses and approvals required by federal, state, and local laws applicable to the performance of the Licensed Services, including, but not limited to, a VILLAGE Business Tax Receipt.

C. NPB AQUATIC shall use standard and reasonably prudent practices in performing the Licensed Activities pursuant to this Agreement.

D. NPB AQUATIC's employees, agents and representatives shall comply with all VILLAGE requirements governing conduct, safety, and security while on VILLAGE-owned property.

E. NPB AQUATIC shall provide lifeguards during all Swim Training Activities. Additionally, NPB AQUATIC shall provide the VILLAGE will all current lifeguard certifications on the effective date of the Agreement and provide certifications for any additional lifeguards retained by NPB AQUATIC during the License Term.

F. NPB AQUATIC may conduct no more than four (4) swim meets per year, and the VILLAGE shall retain the facility entry fee, if any, paid by the participants.

G. NPB AQUATIC shall be responsible for installing and removing the swim walls utilized by NPB AQUATIC for organized swim training activities.

7. ADMINISTRATION.

NPB AQUATIC shall occupy the Licensed Premises and perform the Licensed Activities under the general direction of the Village Manager and the Country Club General Manager. The Country Club General Manager shall act as the VILLAGE's representative during the term of this Agreement, and NPB AQUATIC shall abide by all directives given by the Country Club Manager.

8. INDEPENDENT CONTRACTOR.

The VILLAGE and NPB AQUATIC agree and acknowledge that NPB AQUATIC is and shall be during the performance of the Licensed Activities pursuant to this Agreement, an independent contractor and shall not, under any circumstances, be considered an employee, agent, or servant of the VILLAGE. No employment relationship is created by virtue of this Agreement.

9. INSURANCE

A. During the term of this Agreement, NPB AQUATIC shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

1. General Liability. General Liability Insurance with each occurrence limits of not less than Five Hundred Thousand Dollars ($500,000) and not less than One Million Dollars ($1,000,000) in the aggregate. All policies must include sexual and physical abuse liability coverage.

2. Worker's Compensation. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars ($100,000) for each accident and not less than Five Hundred Thousand Dollars ($500,000) in the aggregate.

3. Hired and Non-Hired Vehicles. Hired and Non-Hired Vehicle Insurance with limits of not less than Five Hundred Thousand Dollars ($500,000) per incident.

B. Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category.

C. NPB AQUATIC shall furnish the VILLAGE certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage shall not be effective until at least thirty (30) days' written notice has been made to the VILLAGE. NPB AQUATIC shall include the VILLAGE as an additional insured on the General Liability and the Automobile Insurance Policies required by this Agreement. The above insurance requirements may be waived by the Village Manager, in the Manager's sole discretion.

D. NPB AQUATIC shall not occupy the Licenses Premises pursuant to the terms of this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved (or waived) by the Village Manager.

10. INDEMNITY AND HOLD HARMLESS.

A. To the fullest extent permitted by applicable laws and regulations, NPB AQUATIC shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liabilities, losses, and/or causes of action arising out of or in any way related to the Licensed Services performed by NPB AQUATIC pursuant to this Agreement, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of NPB AQUATIC and/or its employees, agents or representatives.

B. NPB AQUATIC shall not be required to indemnify the VILLAGE, its officials, agents, servants, and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants, or employees.

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

11. TERMINATION OF AGREEMENT.

A. This Agreement may be terminated by the VILLAGE or NPB AQUATIC with or without cause upon thirty (30) days' written notice to the other party.

B. The VILLAGE may terminate this Agreement with cause immediately. For the purpose of this section, "with cause" shall include: (1) any material breach of this Agreement by NPB AQUATIC; and (2) any inappropriate behavior by NPB AQUATIC's employees, agents, or representatives, while on VILLAGE property, including, but not limited to, harassment or violent or threatening behavior.

12. ANTI-DISCRIMINATION.

NPB AQUATIC warrants and represents that all of its employees, agents and representatives are treated equally during employment without regard to race, color, religion, gender, age, national origin, disability, or any other category protected by law.

13. NOTICES.

Any notice, request, demand, approval, consent, or other communication which the VILLAGE or NPB AQUATIC may be required or permitted to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, at the addresses specified above. Notwithstanding the foregoing, the VILLAGE may provide notice to NPB AQUATIC by personal delivery to NPB AQUATIC's employees, agents, or representatives at the Licensed Area. Notice shall be deemed given when hand delivered or not later than three (3) days after same shall have been deposited in an official United States Post Office, postage prepaid.

14. ENFORCEMENT COSTS.

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

15. SURRENDER OF LICENSED AREA.

Upon the expiration or termination of this Agreement, NPB AQUATIC shall deliver and surrender the Licensed Area to the VILLAGE in good repair and condition, ordinary wear and tear excepted, and shall remove all of its personal property. Should NPB AQUATIC fail to remove its personal property upon termination or expiration of this Agreement, said property shall become the property of the VILLAGE.

16. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. **The VILLAGE and NPB AQUATIC knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

17. WAIVER.

A waiver by either the VILLAGE or NPB AQUATIC of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18. 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.

19. ENTIRETY OF AGREEMENT.

The VILLAGE and NPB AQUATIC agree that this Agreement 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 VILLAGE and NPB AQUATIC, whether written or oral.

20. MODIFICATION

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

21. SUCCESSORS AND ASSIGNS.

The VILLAGE and NPB AQUATIC each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. NPB AQUATIC shall not assign this Agreement without the express written approval of VILLAGE via executed amendment.

22. PREPARATION.

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

23. SURVIVABILITY.

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

24. INSPECTOR GENERAL.

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

25. PUBLIC RECORDS.

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

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

1. Keep and maintain public records required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if NPB AQUATIC does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of NPB AQUATIC or keep and maintain public records required by the VILLAGE to perform the services. If NPB AQUATIC transfers all public records to the VILLAGE upon completion of the Contract, NPB AQUATIC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NPB AQUATIC keeps and maintains public records upon completion of the Contract, NPB AQUATIC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

26. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, NPB AQUATIC shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not NPB AQUATIC, shall be grounds for the VILLAGE to order NPB AQUATIC immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, NPB AQUATIC may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first above written.

VILLAGE:

VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation

By: _____
SUSAN BICKEL, MAYOR

(VILLAGE SEAL)

ATTEST:

By: _____
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
VILLAGE ATTORNEY

NPB AQUATIC:

NPB AQUATIC GROUP, INC., a Florida corporation

Witnesses:

_____
Print Name:

_____
Print Name:

By: _____
Print Name:
Title:

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.

2. I am an officer or authorized representative of **NPB Aquatic Group, Inc**.

3. **NPB Aquatic Group, Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, Public Works Director

DATE: September 26, 2024

SUBJECT: **RESOLUTION – Approving a Second Amendment to the Contract for Building Department Services with C.A.P. Government Inc. to increase the compensation for Fiscal Year 2024 to a total of $160,000.**

In March of 2024, the Village posted a solicitation for building department services on an as needed basis. Two proposals were received in response to the Request for Proposal and the Selection Committee recommended executing non-exclusive contracts with both firms. One of the companies selected was C.A.P. Government, Inc. (CAP). On June 27, 2024, the Village executed a Contract for Building Department Services with CAP and capped the total amount of compensation to $50,000 per fiscal year.

Since June, the Village has required additional services from CAP. Due to staffing shortages and lack of available positions within the Division's structure, the Building Division has been using a contract permit technician forty hours a week, a contract building inspector for about twenty-two hours a week and contract plan reviewers forty hours a week. Through the adoption of Resolution No. 2024-72 on August 22, 2024, the Village Council approved an Amendment to the Contract to increase the total amount of compensation for Fiscal Year 2024 to $100,000. However, there is still a shortfall of funds available to maintain the services of CAP through the end of the Fiscal Year. Consequently, Staff is requesting approval of a Second Amendment to the Contract with CAP to increase the total compensation by an additional $60,000 to $160,000.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Building	A6019-33190	Professional Services	$60,000

Recommendation:

Village Staff recommends Village Council consideration and approval of the attached Resolution approving a Second Amendment to the Contract for Building Department Services with C.A.P. Government, Inc. to increase the total amount of Compensation for Fiscal Year 2024 to $160,000, with funds expended from Account No. A6019-33190 (Building – Professional Services) and authorizing the Village Manager to execute the Second Amendment in accordance with Village policies and procedures.

RESOLUTION 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A SECOND AMENDMENT TO THE CONTRACT FOR BUILDING DEPARTMENT SERVICES WITH C.A.P. GOVERNMENT, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2024 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE SECOND AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2024-52, the Village Council authorized the Village Manager to execute a Contract for Building Department Services with C.A.P. Government, Inc. in an amount not to exceed $50,000 during any single fiscal year; and

WHEREAS, through the adoption of Resolution No. 2024-72 on August 22, 2024, the Village Council approved an Amendment to the Contract to increase the total amount of compensation for Fiscal Year 2024 to $100,000; and

WHEREAS, due to continued staffing shortages within the Building Division, Village Staff requested to increase the total amount of compensation for Fiscal Year 2024 by an additional $60,000; and

WHEREAS, the Village Council determines that the approval of the Second Amendment to the Contract for Services is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves a Second Amendment to the Contract for Building Department Services with C.A.P. Government, Inc. to increase the total amount of compensation for Fiscal Year 2024 from $100,000 to $160,000, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Second Amendment on behalf of the Village. The compensation paid to C.A.P. Government, Inc. shall be expended from Account No. A6019-33190 (Building – Professional Services).

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

SECOND AMENDMENT TO CONTRACT FOR SERVICES

THIS SECOND AMENDMENT is made and entered on this _____ day of _____, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation ("Village") and **C.A.P. Government, Inc.**, a Florida corporation ("Contractor").

RECITALS

WHEREAS, June 27, 2024, based on its Response to the Request for Proposals issues by the Village, the Village executed a Contract with Contractor for Building Department Services ("Contract"); and

WHEREAS, the Contract capped the total amount of compensation at $50,000 per fiscal year; and

WHEREAS, on August 22, 2024, the parties executed an Amendment to the Contract to increase the total amount of compensation to $100,000 for Fiscal Year 2024; and

WHEREAS, due to continued personnel issues within the Village's Building Division and an increased demand for Contractor's services, the Village and Contractor have agreed to again increase the total amount of compensation for Fiscal Year 2024.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Contract, as amended, the sufficiency of which is hereby acknowledged by the parties, the Village and the Contractor agree as follows:

1. The foregoing recitals are ratified and incorporated herein.

2. Section 5(a) of the Contract is hereby amended to increase the total amount of compensation payable by the Village to Contractor for Fiscal Year 2024 to **One Hundred and Sixty Thousand Dollars and No Cents ($160,000.00)**.

3. To the extent not expressly modified herein, all other provisions of the Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Contract for Services as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: _____
Charles D. Huff, Village Manager

CONTRACTOR:
C.A.P. GOVERNMENT, INC.

By: _____
Print Name:
Title: