



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, JANUARY 26, 2023  
7:00 PM

Deborah Searcy  
Mayor

David B. Norris  
Vice Mayor

Susan Bickel  
President Pro Tem

Darryl C. Aubrey  
Councilmember

Mark Mullinix  
Councilmember

Chuck Huff  
Interim Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

### ROLL CALL

### INVOCATION - MAYOR

### PLEDGE OF ALLEGIANCE - VICE MAYOR

### AWARDS AND RECOGNITION

### APPROVAL OF MINUTES

1. Minutes of the Regular Session held January 12, 2023

### COUNCIL BUSINESS MATTERS

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

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

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

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

#### DECLARATION OF EX PARTE COMMUNICATIONS

#### PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 2. MOTION – APPEAL OF PLANNING COMMISSION'S DENIAL OF 200 YACHT CLUB DRIVE PROJECT – STAYED 10/27/22** Consider a motion to grant the appeal and approve the application for site plan and appearance review with waivers; deny the appeal and reject the application for site plan and appearance review with waivers; or order another form of relief based on the applicant's efforts to redesign the project to address Council and resident concerns.
- 3. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-02 – CODE AMENDMENT – BOARDS AND COMMITTEES** Consider a motion to adopt and enact on second reading Ordinance 2023-02 amending Article I, "In General," of Chapter 2, "Administration," of the Village Code of Ordinances by Amending Section 2-1, "Boards and Committees," to Limit the Term of the Chairpersons, Require the Scheduling of Monthly Meetings and Modify and Supplement the Procedures for Removal of Members.

## **CONSENT AGENDA**

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

- 4.** Receive for file Minutes of the Environmental Committee meeting held 11/14/22.
- 5.** Receive for file Minutes of the Waterways Advisory Board meeting held 11/22/22.

## **OTHER VILLAGE BUSINESS MATTERS**

- 6. RESOLUTION – MINOR PUD AMENDMENT – TABLED 11/14/22** Consider a motion to adopt a resolution approving a minor amendment to the Prosperity Village Residential Planned Unit Development to modify the Tree Disposition Plan.
- 7. RESOLUTION – LEISURE SERVICES DEPARTMENT VEHICLE PURCHASE – TABLED 1/12/23** Consider a motion to adopt a resolution approving the purchase of one Turtle Top Terra Transit E 450 Bus from ABC Texas Bus Sales, Inc. d/b/a ABC Companies at a total cost not to exceed \$123,861; and authorizing the Interim Village Manager to take all actions necessary to effectuate the purchase.
- 8. RESOLUTION – FRONT LOAD TRUCK PURCHASE** Consider a motion to adopt a resolution approving the purchase of one 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. at a total cost not to exceed \$296,488; and authorizing the Interim Village Manager to take all actions necessary to effectuate the purchase.
- 9. RESOLUTION – BLANKET PURCHASE ORDER WITH FLYING SCOT, INC.** Consider a motion to adopt a resolution approving an additional blanket purchase order to Flying Scot, Inc. for sidewalk removal and replacement in the amount of \$100,000.
- 10. RESOLUTION – KINETIC BREACHING TOOLS PURCHASE FOR POLICE DEPARTMENT** Consider a motion to adopt a resolution approving the Sole Source Purchase of Kinetic Breaching Tools from Aardvark for use by the Police Department at a total cost of \$59,580; and authorizing the execution of a Budget Amendment.

## **COUNCIL AND ADMINISTRATION MATTERS**

### **MAYOR AND COUNCIL MATTERS/REPORTS**

### **VILLAGE MANAGER MATTERS/REPORTS**

### **REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)**



## **ADJOURNMENT**

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

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

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



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

Present:

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

**ROLL CALL**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

Councilmember Aubrey stated that there was a typo on the last page of the Minutes of the Special Session held on November 14, 2022 where the name Bickel should have been written not the name Norris.

The Minutes of the Special Session held November 14, 2022 were approved as amended.

The Minutes of the the Regular Session held December 8, 2022 were approved as written.

**STATEMENTS FROM THE PUBLIC**

Bob Starkie, 36 Yacht Club Drive, discussed issues and concerns regarding the proposed 200 Yacht Club Drive project which included utilities, a traffic study and the Village's Comprehensive Plan.

Diane Smith, 97 Yacht Club Drive, expressed her concerns regarding a revised Water Supply Facilities Work Plan and a traffic study for the proposed 200 Yacht Club Drive project.

Shawn Woods, 124 Yacht Club Drive, spoke on behalf of the Environmental Committee and invited everyone to the North Palm Beach Country Club on Saturday, January 14<sup>th</sup> at 10 a.m. where the President of Friends of MacArthur Beach State Park would be a guest speaker.

STATEMENTS FROM THE PUBLIC *continued*

Chris Ryder, 118 Dory Road S, expressed his concerns regarding the packet submitted to FDOT for the proposed lane reduction on U.S. Highway 1.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

There was no ex-parte communication by Council for the following item:

MOTION – DIMENSIONAL EXCEPTION APPLICATION FOR 643 PILOT ROAD

Principle Planner Alex Ahrenholz explained and described the applicant's recreational vehicle location, its dimensions and the dimensions of the property. Mr. Ahrenholz showed pictures of the recreational vehicle, its screening and location. Mr. Ahrenholz stated that staff was recommending approval with two (2) conditions. All installed hedging must grow to completely screen the RV within two (2) years and if any trees or shrubs on the subject property or on the neighboring property that were currently providing screening were to be removed, they shall be replaced on the applicant's property or the neighboring property within six (6) months of their removal.

Mayor Searcy opened the public hearing on the Dimensional Exception Application for 643 Pilot Road.

Michelle Vazzana, 643 Pilot Road, stated that she was the property owner and was available for any questions that Council may have.

Deborah Cross, 2560 Pepperwood Circle S, expressed her concerns regarding the size and location of the recreational vehicle stored at 643 Pilot Road.

A motion was made by Councilmember Mullinix and seconded by Councilmember Aubrey to approve the Dimensional Exception Application for 643 Pilot Road subject to the conditions recommended by staff.

Thereafter, the motion passed unanimously.

ORDINANCE 2023-02 CODE AMENDMENT – BOARDS AND COMMITTEES

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to adopt on first reading Ordinance 2023-02 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE I, "IN GENERAL," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-1, "BOARDS AND COMMITTEES," TO LIMIT THE TERM OF THE CHAIRPERSONS, REQUIRE THE SCHEDULING OF MONTHLY MEETINGS AND MODIFY AND SUPPLEMENT THE PROCEDURES FOR REMOVAL OF MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Green discussed and explained the purpose of the ordinance. The ordinance would amend the Village code relating to Village Boards and Committees by revising the code to require that chairpersons are to rotate on a yearly basis with the ability to return as chair after taking one (1) year off, eliminating the words "endeavor to" in order to require that the boards and committees schedule a monthly meeting, and revising the language regarding absenteeism by providing for an automatic removal of a board or committee member for being absent from three (3) meetings in one year from the time period of May 1<sup>st</sup> through April 30<sup>th</sup>.

ORDINANCE 2023-02 CODE AMENDMENT – BOARDS AND COMMITTEES *continued*

The Village Clerk shall notify the board or committee member of his or her removal and the member may appeal to the Village Manager within ten (10) days. The decision of the Village Manager shall be final. Additionally, language was added to allow the Village Manager to remove a board or committee member for attacking the motives of the other members, Village Staff and Village consultants, for making derogatory, abusive, profane, threatening or vulgar remarks or for any other conduct that, in the Village Manager's sole discretion, reflects poorly upon the Village.

Mary Philips, 525 Ebbtide Drive, expressed her concerns regarding the change to the code that would require the chairpersons to rotate annually.

Councilmember Mullinix expressed his concerns regarding the revision to the code regarding absenteeism and recommended that absences be considered excused or unexcused.

Thereafter, the motion to adopt on first reading Ordinance 2023-02 passed unanimously.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-01 CODE AMENDMENT – FIRE AND POLICE PENSION AND BENEFITS

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE, "PENSION AND CERTAIN OTHER BENEFITS FOR THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, "PENSIONS AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, "CREATION OF PLAN AND TRUST," TO AUTHORIZE THE BOARD TO ADOPT AN ADMINISTRATIVE POLICY FOR TAX QUALIFICATION TO ENSURE CONTINUED COMPLIANCE WITH INTERNAL REVENUE CODE REQUIREMENTS; AMENDING SECTION 2-161, "BENEFIT AMOUNTS," AND SECTION 2-170.1, "DEFERRED OPTION BENEFIT PLAN," TO INCREASE THE REQUIRED MINIMUM DISTRIBUTION AGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the ordinance was to authorize the Police and Fire Pension Board to adopt an administrative policy to maintain its tax qualified status and increase the minimum distribution age as required by the Internal Revenue Code.

A vote of 5 to 0 was taken for Ordinance 2023-01, but a motion was never made and therefore the ordinance was not adopted and enacted on second reading.

CONSENT AGENDA APPROVED

Vice Mayor Norris moved to approve the Consent Agenda. President Pro Tem Bickel seconded the motion, which passed unanimously. The following items were approved:

Resolution amending the Master Fee Schedule adopted as part of the Fiscal Year 2023 Budget to modify the fees for Police Department Special (Off Duty) Details.

Resolution approving the Sole Source Purchase of Bosch Crash Data Retrieval Tools and Software from Crash Data Group, Inc. for use by the Police Department at a total cost of \$41,350; and authorizing the Interim Village Manager to take all steps necessary to effectuate the purchase.

CONSENT AGENDA APPROVED *continued*

Resolution approving an Assignment of Planning Services Agreement from NZ Consultants, Inc. to Chen Moore and Associates, Inc.; and authorizing execution of the Assignment.

Resolution approving a Second Amendment to the Contract with Randy Gillman Enterprises, LLC d/b/a Randy's Holiday Lighting and Décor to include the Community Center and the Adjacent Right-Of-Way for the 2022 Holiday Season at an additional cost of \$5,800; and authorizing execution of the Second Amendment.

Resolution approving a Contract with Mohawk Carpet Distribution, LLC for the purchase and installation of carpet for the Village Library at a total cost of \$44,596.52; and authorizing execution of the Contract.

Receive for file Minutes of the Recreation Advisory Board meeting held 11/15/22.

RESOLUTION – DEVELOPMENT OF ASSESSMENT METHODOLOGY CONTRACT

A motion was made by President Pro Tem Bickel and seconded by Councilmember Mullinix to adopt a Resolution entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR THE DEVELOPMENT OF AN ASSESSMENT METHODOLOGY FOR OVERHEAD UTILITY UNDERGROUNDING AND AUTHORIZING ITS EXECUTION; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER \$64,400.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE PLANNING – CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Acting Public Works Director Chad Girard discussed and explained the purpose of the resolution. Mr. Girard explained that undergrounding of overhead utilities was identified as a desired project for the Village and gave a brief history and background. The Village issued a Request for Proposals on October 7, 2022 in an effort to identify the most qualified firm to provide utility undergrounding assessment methodology consulting services to the Village. Two (2) consultants submitted proposals. A Selection Committee reviewed the proposals and selected Raftelis Financial Consultants, Inc. as the consultant to recommend moving forward with.

John Samadi, 512 Marlin Road, expressed his concerns with the preparation of an assessment methodology and its cost.

Chris Ryder, 118 Dory Road S, expressed his concerns with the costs and assessments associated with undergrounding the Village's utilities.

Discussion ensued between Councilmembers and staff regarding the costs involved with undergrounding and whether or not the preparation of an assessment methodology should take place until there is an estimate provided on the cost of the utility undergrounding based on any grant funding that may be available for the project.

Council reached a consensus to have a future workshop to discuss the proposal of overhead utility undergrounding and the proposed costs involved.

**RESOLUTION – DEVELOPMENT OF ASSESSMENT METHODOLOGY CONTRACT** *continued*

A motion was made by President Pro Tem Bickel and seconded by Councilmember Mullinix to table the resolution approving a contract with Raftelis Financial Consultants, Inc. for the development of an assessment methodology for overhead utility undergrounding.

Thereafter, the motion passed unanimously.

**RESOLUTION – LEISURE SERVICES DEPARTMENT VEHICLE PURCHASE**

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to adopt a Resolution entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE TURTLE TOP TERRA TRANSIT BUS FROM ABC TEXAS BUS SALES, INC. D/B/A ABC COMPANIES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING TIPS COOPERATIVE PURCHASING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Girard explained that the purpose of the resolution was to purchase a new Leisure Services Department Bus to be utilized by the Parks Department for out of town bus trips. The current bus was thirteen (13) years old and in need of replacement.

Councilmember Mullinix expressed his concerns regarding the purchase of a new bus and the insurance and maintenance costs that may be involved. Councilmember Mullinix asked if the costs of chartering the Village's bus trips were reviewed or considered.

Discussion ensued between Councilmembers and staff regarding the maintenance and insurance costs involved with purchasing a new bus versus chartering the Village's bus trips.

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to table the resolution approving the purchase of one Turtle Top Terra Transit Bus from ABC Texas Bus Sales, Inc. d/b/a ABC Companies to the next Council meeting scheduled on January 26, 2023.

Thereafter the motion passed unanimously.

Mayor Searcy stated that she attended the last Residential Code Ad Hoc Committee meeting. Mayor Searcy stated that the committee recommended that Council consider policy on whether or not to allow accessory dwelling units in the Village.

Councilmember Mullinix agreed that there should be discussion to consider allowing accessory dwelling units within the Village.

Mayor Searcy stated that she had received complaints regarding the proliferation of political signs. Mayor Searcy asked Mr. Rubin if he was preparing a revision for the Village's code related to political signs.

Mr. Rubin stated that he had prepared a few drafts of the revised code and would be bringing the revisions to Council for consideration in the near future.

President Pro Tem Bickel asked Mr. Huff for an update on the Water Supply Plan.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mr. Huff stated that a Comprehensive Plan Amendment had been submitted and comments came back from South Florida Water Management that had not been answered by the deadline. Mr. Ahrenholz was working on getting the information put together and submitted. The good news was that the Village would not be penalized for the late submittal.

President Pro Tem Bickel asked for an update on getting an independent traffic study.

Mr. Huff stated that the study had not yet been requested due to the holidays and that he would begin working on getting one done.

Councilmembers discussed the wording of a draft letter that was provided to them on the dais. The letter was addressed to Governor DeSantis regarding a request to expedite repairs to the bridge on U.S. Highway 1 that experienced a partial collapse.

Councilmembers agreed on specific wording to be revised and added in the letter. The letter would be revised and mailed to Governor DeSantis.

President Pro Tem Bickel stated that the second week in March was spring break and recommended rescheduling the March 23<sup>rd</sup> Council meeting.

Discussion ensued between the Councilmembers regarding the rescheduling of the March 23<sup>rd</sup> Council meeting. Council came to consensus to tentatively reschedule the March 23<sup>rd</sup> meeting to March 30<sup>th</sup>.

Village Manager Appointment

Donald Solodar, 100 Lakeshore Drive, expressed his support for Mr. Huff and recommended that Mr. Huff be appointed as Village Manager.

Pat Friedman, 1208 Marine Way, expressed her support for Mr. Huff and recommended that Mr. Huff be appointed as Village Manager. Ms. Friedman also read into the record a statement from Karen Marcus who was unable to attend the meeting. Ms. Marcus also expressed her support for Mr. Huff and recommended that Mr. Huff be appointed as Village Manager.

Chris Ryder, 118 Dory Road S, expressed his support for Mr. Huff and recommended that Mr. Huff be appointed as Village Manager.

Dr. William Luzuriagga, 948 Dogwood Drive, expressed his support for Mr. Huff and recommended that Mr. Huff be appointed as Village Manager.

Councilmember Mullinix stated that Mr. Huff had exceeded his expectations and stated that he was in support of appointing Mr. Huff as Village Manager.

President Pro Tem Bickel concurred and stated that she was in support of appointing Mr. Huff as Village Manager.

Vice Mayor Norris expressed that he was in support of appointing Mr. Huff as Village Manager.



Village Manager Appointment *continued*

Councilmember Aubrey expressed that he was in support of appointing Mr. Huff as Village Manager.

Mayor Searcy expressed that she was in support of appointing Mr. Huff as Village Manager.

Mayor Searcy expressed her disappointment in how the process for recruiting and appointing a Village Manager took place stating that as a governing body, Council could have done better.

Discussion ensued between Councilmembers regarding the process that took place to recruit and appoint a Village Manager. Council agreed that improvements could be made to the process.

Council came to consensus to work on a Village Manager Agreement with Mr. Huff.

President Pro Tem Bickel discussed the residency requirement for Village Managers and asked if Council was in agreement with waiving the residency requirement for Mr. Huff. President Pro Tem Bickel noted that she was not in favor of eliminating the requirement from the Village code.

Council came to consensus to waive the residency requirement for Mr. Huff.

Mr. Huff thanked Council for their support and for appointing him as Village Manager.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff announced that Village offices would be closed on Monday in observance of Martin Luther King Day.

Mr. Huff stated that he received concerns regarding the usage of golf carts within the Village.

Police Chief Jenkins stated that he had seen the results of the poll on traffic calming for the Lighthouse Drive area where golf carts were mentioned. Chief Jenkins stated that he was unable to obtain the data on golf cart tickets. Chief Jenkins indicated that there were only two (2) golf cart accidents reported with minor injuries. There was a total of twelve (12) complaints regarding golf carts that were called into the Village's Police Department and the Police Department was only able to contact three (3) out of the twelve (12) golf cart operators. In almost every instance the complaint was regarding underage children driving.

Chief Jenkins continued stating that it was almost impossible to stop a golf cart for underage driving since it is difficult to determine the age of the person driving and it is against the law. The driver would have to be stopped for a different traffic violation. Chief Jenkins stated that it is has not been his experience that a parent did not know whether or not their underage child was driving a golf cart owned by the parent. Chief Jenkins discussed and explained how he had to stop allowing domination of the Police Department's resources on unfunded mandates and mission creep.

President Pro Tem recommended that an article on golf cart safety be written in the Village newsletter.

Chief Jenkins recommended that the article be included in the Village newsletter on a quarterly basis.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:43 p.m.

  
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Jessica Green, MMC, Village Clerk

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

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Alex Ahrenholz, Principal Planner

DATE: January 26, 2023

SUBJECT: **MOTION – Appeal of Planning Commission’s Denial of 200 Yacht Club Drive Project**

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**Summary of request:**

At its September 6, 2022 meeting, the Village of North Palm Beach Planning Commission reviewed the application for site plan and appearance approval with waivers filed by Robbins NPB LLC, the owner of 4.09 acres of real property located on the southeast corner of Yacht Club Drive and U.S. Highway One at 200 Yacht Club Drive. The Applicant was initially seeking approval of 181 residential units and 1,578 square feet of commercial space on the Property, including four live-work units. During the approval process, the Applicant agreed to reduce the number of units to 177 and increase the amount of commercial space to 5,802 square feet.

The Planning Commission raised various issues with the proposed Project, including, but not limited to, the requested waivers, density, traffic circulation and consistency with both the Village Comprehensive Plan and the Village’s Citizens’ Master Plan. Ultimately, the Planning Commission voted to deny the Project, finding that the waiver from Section 45-31(G)(3) of the Village Code, requiring a seven-foot perpetual sidewalk dedicated to the Village along the U.S. Highway One frontage, did not meet the criteria for a waiver set forth in Section 45-51 of the Village Code. The motion to deny passed by a vote of 5 to 2, and a copy of the Planning Commission’s Order is attached.

Section 45-51(1) of the Village Code requires that an applicant requesting a waiver “demonstrate that the waiver provides a public benefit, including, by way of example, high-quality architectural design, pedestrian amenities, no cost dedication of rights-of-way, construction of public parking, public art or other improvement adjacent to the property, preservation of environmentally sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on village services.” Section 45-51(3) requires, among other things, consideration of the following factors when evaluating waiver requests:

- The extent to which the alternate standard proposed by the applicant differs from the code’s standard that would be waived;
- Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded;
- Whether the request clearly demonstrate the public benefits to be derived;
- Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building and site design techniques desired within the Village’s Appearance Plan;
- The effect of approving or denying the waiver on the development project and the surrounding area; and
- Consistency with the comprehensive plan.

On September 16, 2022, the applicant, through its legal counsel, filed an appeal of the Planning Commission's denial of the waiver pursuant to Section 45-51(6) of the Village Code. That section allows the applicant or any interested party to file an appeal to the Village Council on any decision on waivers. However, that section further provides that "such an appeal will also function as an appeal of the site plan and appearance review application." Because this is an appeal, the Village Council's review of the application shall be based solely on the record of the proceedings before the Planning Commission and is not a de novo review (or completely new hearing). The purpose of site plan and appearance review is to determine compliance with both the Village's land development regulations and its comprehensive plan. To that end, Staff has included a copy of the Staff Report and all supporting documentation presented to the Planning Commission for review by the Village Council in making its determination. Staff has also included the exhibits that were introduced during the course of the quasi-judicial hearing before the Planning Commission, as well as a draft copy of the Planning Commission minutes.

#### **Status of the appeal:**

The Village Council considered the appeal at its October 27, 2022 meeting. While members of the Council expressed support for the Planning Commission's decision to deny the Project, the Council ultimately decided to stay the appeal until the January 26, 2023 meeting to give the applicant an opportunity to address Council and resident concerns regarding density, traffic, compatibility and other issues. The applicant recently presented a conceptual redesign of the Project to residents. Most notably, the applicant is proposed a reduction in density to 36 units per acre. If the applicant moves forward with its redesign, the new Project would need to be reviewed by both Village Staff and the Planning Commission.

#### **Recommendation:**

Village Staff requests that the Village Council review the record of the proceedings before the Planning Commission and move to: grant the appeal and approve the application for site plan and appearance review with waivers; deny the appeal and reject the application for site plan and appearance review with waivers; or order some other form of relief based on the applicant's efforts to redesign the project to address Council and resident concerns.



## Village of North Palm Beach

### Department of Community Development

420 U.S. HIGHWAY ONE, SUITE 21 • NORTH PALM BEACH, FLORIDA 33408

561-882-1156 • FAX 561.841.8242 • [WWW.VILLAGE-NPB.ORG](http://WWW.VILLAGE-NPB.ORG)

**DATE:** September 6, 2022  
**TO:** Planning Commission  
**FROM:** Alex Ahrenholz, AICP, Acting Community Development Director  
**RE:** 200 Yacht Club  
September 6, 2022 Meeting  
P&Z# 2020-2238

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<b>Location:</b>	200 Yacht Club Drive. SE corner of US-1 and Yacht Club Drive
<b>PCN:</b>	68342090200000010;68434209010700140; 68434209010700121
<b>Request:</b>	An application submitted by Urban Design Studio on behalf of Robbins NPB LLC for a Site Plan with waivers for 181 multi-family units and 1,578 SF of commercial.

#### **I. PROJECT INTRODUCTION**

The property is approximately 4.09 acres with a Commercial Future Land Use (FLU) designation and a C-MU US-1 Mixed-Use District zoning designation. The proposed project includes 181 residential units and 1,578 square feet of commercial space. Of the 181 residential units, six are townhomes adjacent to the rear alley and four (4) are currently shown as “live-work units”. A proposed condition of approval requires those units to be constructed as commercial space for a total of 5,802 square feet of commercial, reducing the residential units to 177. Buildings on the site range from three to four stories with public courtyards adjacent to the commercial units. The project includes three separate lots, one of which contains an existing 11,060 square foot office building. The other two lots previously had a 250 seat restaurant and a 179 seat restaurant. These two lots have remained vacant for several years, with little redevelopment interest due to existing vacancy rates along the US-1 corridor.

#### **II. UPDATE SINCE DECEMBER 2021 MEETING**

The previous application included 206 residential units within 5 story buildings. The Planning Commission approved the request by a 5-1 vote on December 7, 2021. Village Council heard concerns from many adjacent residents regarding density, height, rental vs. ownership, storm water impacts, and traffic on the alley as well as potential traffic backups at the intersection of Yacht Club Drive and US-1. The applicant decided to redesign the project and eliminate the 5<sup>th</sup> floor waiver request. Without that request as part of the application, the project is no longer required to be approved by the Village Council. Because the project has been redesigned from the originally approved request, the application is back before the Planning Commission for final approval.

Through the adoption of Ordinance No. 2022-10 on May 12, 2022, the Village Council amended Section 45-2 *Definitions* of the Village Code of Ordinances. When the Village Council enacted Ordinance 2020-

06, providing for a form-based commercial zoning code along US-1, the definition of the term *Dwelling Unit* contained the following language:

*For purposes of computing residential density in commercial zoning district that allow mixed uses, a dwelling unit that contains only one bedroom, or no separate bedroom, will be counted as one-half a dwelling unit.*

Although the Council subsequently repealed this language, the applicant submitted its development application when this provision was still in effect. Consequently, the Village is required to evaluate the application under the then-existing regulations, including the one-half dwelling unit calculation for one-bedroom units when computing residential density in the C-MU US-1 Mixed-Use District.

With the fifth floor eliminated, the difference in unit breakdown between the original request and the current request can be found in the table below. The number in parentheses is the effective number of units to calculate density.

	Original Request	Current Request	Difference
One-bedroom units (half unit density reduction)	118 (59)	97 (49)	-21 (-10)
Two-bedroom units	82	74	-8
Townhome	6	6	-
Live/work	4	4	-
<b>Total units</b> (half unit reduction)	<b>206 (147)</b>	<b>181 (133)</b>	<b>-25 (-14)</b>

Both requests have included 1,578 SF of commercial within Building A and four (4) live/work units between Buildings B and C. Staff believes there is a market for more commercial on the ground floor and seeks further activation along the US-1 corridor for the project to truly be a benefit to the community. Therefore, staff has added a condition of approval requiring the applicant to construct the live/work units as commercial. If they are not leased within two (2) years, they may be converted to live/work or residential units. The applicant has agreed to this condition.

The site will have forty-four (44) parking spaces over code requirements, which will serve as parking for the commercial use, residential guests, and occasional events within the plazas. The surface parking areas between the garage and residential buildings have sixteen (16) spaces specifically reserved for these uses.

The proposed twenty (20) foot right-of-way was originally approved by the Planning Commission with a condition for \$125,000 be paid to the Village for its eventual construction. Because there is a public concern of traffic back up at the intersection of Yacht Club Drive and US Highway 1, staff has added a condition of approval requiring the applicant to construct a westbound, one-way road within that twenty (20) foot area. Because US Highway 1 is a state road, this construction is pending approval of the access point by the Florida Department of Transportation (FDOT). The applicant has agreed to this condition.

### **III. IMPLEMENTATION OF THE CITIZEN'S MASTER PLAN AND FORM-BASED CODE:**

This project is the first to be submitted and reviewed since the adoption of the new commercial zoning regulations. Because of this, it's important to provide background information and place the proposal in the appropriate context since the project represents a significant departure from the Village's existing development pattern. Additionally, it is important to highlight the components of the project that support the objectives of the Master Plan and the Code.

In 2016, the Citizen's Master Plan ("Master Plan") recommended creating a form-based code that will allow higher residential densities and mixed-use development as a means to stimulate redevelopment along the US-1 corridor. The Village hired renowned planning firm Dover, Kohl & Partners to develop a form-based code for the Village's commercial zoning districts. The Village and its consultants held eight public workshops between December 2018 and May 2019 at which public input was solicited and regulatory concepts were reviewed. Following several meetings with the Village Council and the Planning Commission, the new commercial code was adopted in late 2020. The CM-U US-1 Mixed Use District was created specifically for the portion of the US-1 Corridor between Yacht Club Drive and the Earman River.

The recommendations in the Citizen's Master Plan and the subsequent provisions in the new code were driven by regional economic influences. For instance, according to a market study conducted for the Village by economists at the consulting firm of WTL+, North Palm Beach had an office vacancy rate of 11.4% in 2020 (pre-Covid). The vacancy rate had increased from 6.9% in 2016 when the Citizen's Master Plan was adopted. Additionally, the retail vacancy rate along the US-1 corridor north of Northlake was 22% in 2020 (Attachment A). Due to competition from the PGA Corridor and Downtown West Palm Beach, filling the Village's existing office and retail buildings is challenging. The Village is a highly desirable place to live, and the creation of a walkable, mixed-use district with multi-family residential has been selected to be the best strategy to create a healthy US-1 corridor.

Objective 1.B of the Future Land Use Element of the Comprehensive Plan states, *"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"*.

Additionally Policy 1.B.4 states *"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 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."* Though this project is not predominately commercial, the corridor currently has no residential uses, so this development is creating the mixed-use district in conjunction with the adjacent commercial uses.

Further, Section 45-31.A of the Village Code states, *"This mixed-use district will encourage the redevelopment of the US Highway 1 corridor into a vibrant mixed-use place for businesses, visitors, and residents of North Palm Beach. A Citizens Master Plan, adopted in 2016, envisioned the US Highway 1 corridor evolving into a better working and living environment with walkable and bikeable streets, compact mixed-use buildings, and convenient access to many forms of transportation. The C-MU zoning district is a form-based code that uses clear and predictable standards to guide redevelopment into this pattern."*

The applicant has designed a project that meets many of the overarching goals of the Citizen's Master Plan, the Village Comprehensive Plan, and the C-MU Code standards. For instance, the applicant's plan includes compact, mixed-use buildings that will allow residents in the new rental units as well as existing nearby residents to walk or ride bikes – or drive golf carts – to the commercial units adjacent to the pedestrian plazas.

The architecture is consistent with the Florida Vernacular style, one of the suggested architectural styles that is listed in the Village's new Architectural Guidelines. The site has been designed to have multiple



structures with varying rooflines and building heights. The buildings have been pushed closer to US-1, in order to conceal parking from US-1 and to create additional separation from single-family residential dwellings to the east. Public courtyards are located along US-1 that will be lined with commercial uses at a total of 5,802 square feet (with the live/work units converted). Adjacent to the courtyards is a paved multi-use roadway that can hold special events, such as food truck night's or farmer's markets. The developer is also providing a 20-foot roadway easement on the southern portion of the property. A condition of approval is proposed for the construction of the westbound side to be completed with the project and the eastbound side would be completed with future redevelopment of the adjacent Gentry Building. This future roadway is consistent with the development pattern established in the C-MU zoning district and will assist in the distribution of traffic as this section of the corridor redevelops.

The project will introduce a multi-family residential product that is new to North Palm Beach, but is commonly found in other relatively affluent areas. North Palm Beach has a wide mix of housing types; from luxury high rise condos in Water Club and Old Port Cove, to moderately priced homes on smaller lots, to mansions on large waterfront lots, to reasonably priced condos in older buildings. However, the Village does not have a highly amenitized multi-family rental product that caters to young professionals and upwardly mobile renters. The project will have a rooftop pool, clubhouse, fitness center, yoga studio, bocce court, and coworking space, in addition to the adjacent commercial uses and public courtyards. These types of multifamily products can be found in other vibrant local communities and are essential to the creation of a healthy local economy.

The following table summarizes the FLU designation and zoning district of the subject property:

<b>Future Land Use (FLU) Designation</b>	<b>Zoning Designation</b>
Commercial	US-1 Mixed Use District (C-MU)

The following table summarizes the uses, FLU designations, and zoning districts of the surrounding properties:

	<b>Zoning</b>	<b>Future Land Use</b>	<b>Existing Use</b>
EAST	R-3 Apartment Dwelling; R1 Single Family	High Density Residential; Low Density Residential	Multi-family; Single Family Residential
NORTH	C-S Shopping Commercial D	Commercial	Gas Station with Car Wash
SOUTH	US-1 Mixed Use District (C-MU)	Commercial	Office
WEST	P-Public	Recreation/Open Space	North Palm Beach Country Club

#### IV. DEVELOPMENT REQUEST

The applicant is requesting 181 multi-family units on 4.09 acres. The standard density allowed within the C-MU zoning district is 24 dwelling units per acre, with the possibility of an additional 12 dwelling unit per acre density bonus for the provision of workforce housing. One bedroom units are each counted as 0.5 unit for density purposes under the previous zoning code provision that has since been modified. It's important to note that what is considered "workforce housing" in Palm Beach County may be considered expensive in other communities. The allowable rents for this program are generally around \$1,882-\$2,196 for one-bedroom units and \$2,259-\$2,635 for two-bedroom units. Essentially the workforce housing bonus ensures that some of the units cannot be luxury units.

The proposed height and scale of the buildings is consistent with renderings in the Master Plan for the Yacht Club Drive area. The Master Plan noted that buildings in the Yacht Club Drive area vary between two and six stories. This image was included in the Master Plan as an inspiration for the scale of new buildings in the Yacht Club Drive area:



*Figure 1: Image of new development along Yacht Club Drive (Master Plan)*

The project is proposed to have a mix of building heights, including three primary residential buildings along US-1 that are four (4) stories high. The interior of the project has a four-level parking structure that is screened from the alley by three (3) three-story townhomes. The parking structure has been treated architecturally to look like a building, not a parking garage. The new CM-U code requires buildings to be 2 stories or lower within the rear 25 feet and 3 stories or lower within the rear 50 feet of the property in order to protect residential properties in the adjacent R-1 zoning districts. The project design is consistent with this provision.

One of the most important aspects of the new CM-U code is the utilization of build-to-zones, versus minimum setbacks. The previous code had large setbacks that resulted in "a sea of asphalt" parking lots along the street, with buildings pushed back closer to single-family homes in the rear. The CM-U code pushes buildings closer to the street to provide greater separation from single-family homes in the rear. The proposed project has setbacks that are 83' feet and 50' from the rear property line. This is demonstrated in the image below.

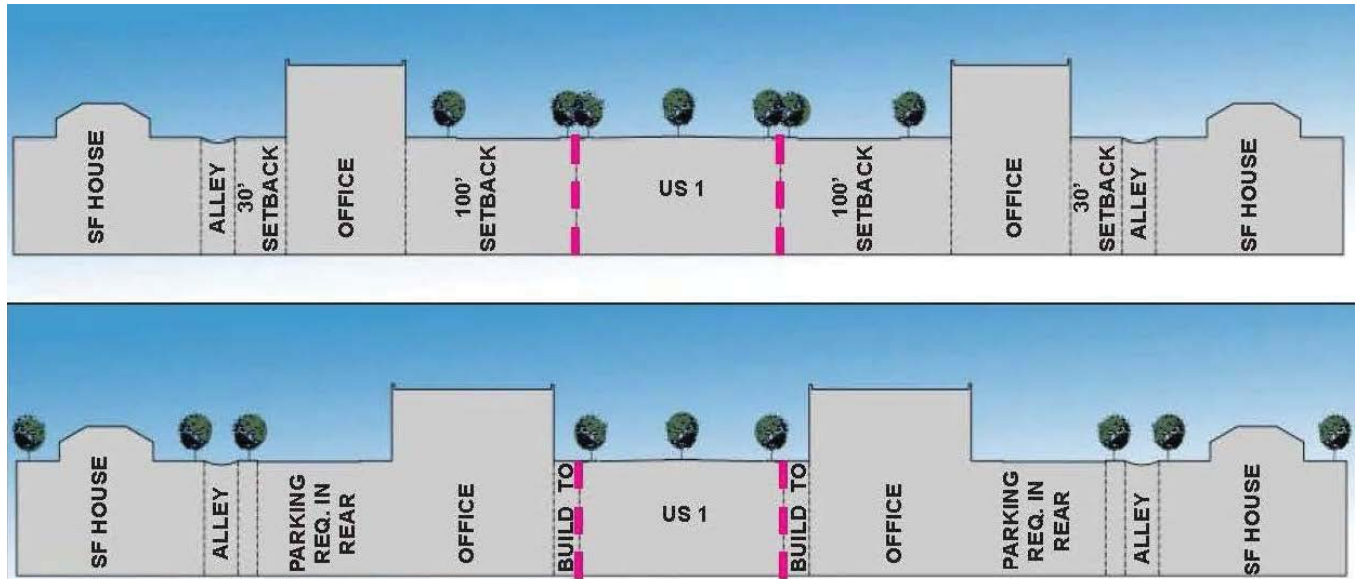


Figure 2: Image of setbacks compared to build-to-zones

## V. **PUBLIC INPUT AND NOTICES**

Signs were posted on US-1 and Yacht Club Drive, an advertisement of the hearing was placed in the Palm Beach Post and courtesy notices were mailed to property owners within 500 feet of the subject site for the Planning Commission meeting on September 6, 2022

The applicant shared initial plans for the property at a well-attended Village open house in September 2020 and subsequently held another open house on September 16, 2021. The 2021 meeting was attended by several residents of multi-family units in the Yacht Club Drive corridor, who expressed concerns about traffic and impacts the project would have on them. Village staff has also coordinated conversations and smaller meetings with residents to address concerns and the applicant has contacted a few residents as requested.

## VI. **ANALYSIS OF APPLICANT'S REQUEST**

### A. **Site Plan with Waivers**

The new C-MU code allows the Planning Commission to grant waivers to certain development standards without the need for Village Council approval. The intent of allowing waivers in a site plan is similar to the same allowance within Planned Unit Developments and, namely to allow flexibility in design in exchange for better outcomes. Section 45-51.1 of the Village Code states as follows: "In the C-MU and C-NB zoning districts, waivers may be requested from certain regulations in this Code. An applicant requesting a waiver shall demonstrate that the waiver provides a public benefit, including, by way of example, high-quality architectural design, pedestrian amenities, no cost dedication of rights-of-way, construction of public parking, public art or other improvements adjacent to the property, preservation of environmentally-sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on village services."

The proposed project is providing several features which could be considered to be "public benefit". The project is providing a 20-foot access road at the south end of the property. The project also includes

significant pedestrian amenities, including a new bench and seating area for the Palm Tran bus stop at the US-1 and Yacht Club Drive intersection, an expanded sidewalk from 5 feet to 8 feet along US-1, and undergrounding of utilities. The applicant also intends to host community serving events such as farmer's markets and food truck nights. The Planning Commission and Village Council may also determine that the project provides public benefit by producing high-quality architectural design relative to the remainder of the US-1 corridor.

#### Analysis of Waivers Requested:

The applicant is requesting five waivers from code provisions in the table and further described in detail below:

WAIVER #	CODE SECTION	REQUIREMENT	PROPOSED	WAIVER
<b>W.1</b>	45-31.D.2, Table 4 Building Frontage: Storefront	Build-to zone: 5' max.	Bldg.A North: 12' max. Bldg. C west: 6' max.	Bldg.A North: 7' INCREASE of the build-to zone Bldg. C West: 1' INCREASE of the build-to zone
		Building Frontage: 60% min.	Bldg.A North: 56%	Bldg.A North: 4% REDUCTION
		Door Recess: 5' Max.	Bldg.A North: 6.5' Bldg.A West: 6.5' Bldg. B West: 6.5' Bldg. C West: 6.5'	Bldg.A North: 1.5' INCREASE Bldg.A West: 1.5' INCREASE Bldg.B West: 1.5' INCREASE Bldg.C West: 1.5' INCREASE
		Cumulative Storefront Width: 70% min.	Building A North: 40% Building B West: 42% Building C West: 39%	Bldg.A North: 30% REDUCTION Bldg.B West: 28% REDUCTION Bldg. C West: 31% REDUCTION
		Transparency Ground: 70% min./Upper: 40% min.	Bldg.A North: 36% /26% Bldg. A West:65%/ 31% Bldg. B West:30%/ 31% Bldg. C West: 29% / 30%	34%/ 14% REDUCTION 5% / 9% REDUCTION 40% /9% REDUCTION 41% /11% REDUCTION
<b>W2.</b>	6.115.C.2. Building Wall Signs	B. may display one (1) permanent accessory building wall identification sign facing each public street frontage on the principal building in which the complex is located, not to exceed a sign area of twenty (20) square feet.	<b>Sign Type 1–Building Identity Sign:</b> One (1) building identification sign each for Building A and Building C for up to a maximum of two (2) building identity signs.	Allow one building identification on a non-street frontage for Building C.
<b>W3.</b>	6.115.C.2. Building Wall Signs	C. Maximum sign area of five (5) percent of the facade area if the front building setback is twenty-five (25) feet minimum.	<b>Sign Type 2 – Tenant Sign:</b> Maximum sign area of five (5) percent of the façade area with a front building setback of 0' due to code-required build-to-zones.	Removal of 25' Setback requirement.

WAIVER #	CODE SECTION	REQUIREMENT	PROPOSED	WAIVER
W4.	45-31.G.3	A. A 7-foot perpetual sidewalk easement must be dedicated to the village along the US Highway 1 frontage	A 7-foot easement is proposed, however, landscaping encroaches into the easement.	Allowance of landscaping into sidewalk easement.

The Applicant has provided detailed explanations for why the requested waivers are consistent with the waiver standards enumerated within Section 45-51 of the Village Code of Ordinances. This information can be found on Page 12 of the applicant's justification statement.

Staff is supportive of the requested waivers. This is the first project to come forward utilizing the Village's new C-MU code. The new form-based code has many prescriptive code provisions that attempt to shape the form of buildings on a site. The applicant has come very close to meeting many of these provisions.

The design related aspects of Waiver 1 are intended to bring the building closer to the street and create a pedestrian friendly design at the street level. Due to the project not being entirely commercial on the first floor along US-1, minor deviations are needed from the storefront design standards. The code provisions in Waivers 2 and 3 relate to signage. When the C-MU code was adopted, a companion signage section to complement the new code was not created. The Village will eventually need to adopt new signage provisions within its code to accommodate the type of signage requests that are needed within the C-MU code. For instance, the building wall sign allowance in Section 6.115.C.2 requires a building to be setback 25 feet in order to be granted the allowable sign area, but the C-MU code requires building's to be located closer to the property line than 25 feet.

Waiver number 4 relates to a 7-foot perpetual sidewalk easement that is required to be dedicated to the Village along the US-1 Highway frontage. The code says that the easement must be paved at the time of development and shall be used to enhance non-vehicular travel along US-1. The applicant is proposing to dedicate the easement, but is seeking to allow landscaping within portions of the 7-foot easement. The applicant is proposing to expand the existing sidewalk an additional three feet westward, towards US-1, rather than use the entirety of the easement area as a navigable sidewalk. The applicant would like to create some separation utilizing landscaping between the public sidewalk and the entrances to the residents and businesses.

## **B. Site Plan Analysis**

### **a. Traffic Analysis**

The three parcels that comprise the site currently contain an 11,060 square foot office building. The site previously contained a 250 seat restaurant along Yacht Club Drive and 179 seat restaurant on the southern parcel. Both restaurants have been torn down for several years, and are no longer vested from a traffic concurrency perspective. However, the previous configuration of the property demonstrates that high intensity traffic generators have previously operated on the site. A trip generation analysis from the applicant's traffic engineer determined that the site in its previous configuration generated 209 AM peak hour trips and 189 PM peak hour trips. (See Exhibit B).



The applicant has provided a traffic study that notes the project will generate 83 new AM peak hour trips (31 in/52 out) and 101 PM peak hour trips (58 in/43 out). The proposed project will generate 126 fewer AM peak hour and 88 fewer PM hour trips than the previous configuration. The Village engaged traffic engineer Susan O'Rourke to review the proposed traffic study and has confirmed that the project meets the Village's traffic standards within Section 21-47.

At public workshops on the project, some residents suggested that the development will have negative impacts on the Yacht Club Drive intersection. The applicant's traffic study calculates that the largest impact to the intersection will be within the AM peak hour (8:00 am to 9:00 am). Existing counts at this intersection were conducted in February of 2020, before COVID disruptions and during peak population of seasonal residents. The intersection saw 80 westbound trips (55 left turns and 25 right turns). The proposed development will add 59 westbound trips (35 left turns and 24 right turns) for a total of 95 left turn vehicles over the course of that hour.

Per a memo from Susan O'Rourke, "there will be some delay with an expected queue of 5 to 6 vehicles. However, the overall intersection level of service is very good. If travel patterns change, the signal timing could be adjusted to give a little more time to the westbound movement." At most, the calculations show seven (7) cars stacked at the intersection between cycles for a total distance of 175 feet. The proposed driveway for this project will be located 225 feet from the intersection or a nine (9) car stacking distance.

The project will primarily utilize Yacht Club Drive for access, with secondary access from the service alley in the rear. The service alley runs from Yacht Club Drive to Anchorage Drive North, then continues south until it dead ends just south of Lighthouse Drive. The alley is currently used for a variety of modes of transportation, such as walking, biking, driving cars, golf carts, and delivery trucks. The project will have minimal impacts on the alley, per Susan O'Rourke, "the project anticipates a low level of usage of the alley with 5 to 6 vehicles using the alley in the peak hours." With the addition of the south road, there will be a few more cars redistributed to the alley and away from the Yacht Club intersection. Cars would only have to use the alley for approximately sixty (60) feet before exiting to the new road. Most cars would not go to the North Anchorage Drive intersection with this access added.

By design, alleys are intended for secondary use and very low speeds. The 20 foot width allows for two-way travel...widening of the alley would encourage additional volume at higher speeds. The applicant will be burying power lines along the portion of the alley adjacent to the proposed project. Long term, the Village intends to evaluate design techniques in the alley that will slow down traffic and make the alley more bicycle and pedestrian friendly.

b. Easements

The applicant is providing three different easements to the Village. Per section 45-31.G.3 of the Village Code, the property is required to provide a *"7-foot perpetual sidewalk easement must be dedicated to the village along the US Highway 1 frontage, in a form acceptable to the Village Attorney."* As previously stated, the applicant needs a waiver to encroach into this easement with landscaping. However, the applicant is proposing to expand the existing sidewalk in the right-of-way three feet to the west. This will result in an 8-foot wide sidewalk.

The second easement being provided is required by section 45-31.G.2, which states that “a 7-foot perpetual transportation and utility easement must be dedicated to the village along the alley, in a form acceptable to the Village Attorney.” The applicant will be undergrounding the existing powerline that runs along the alley and will be providing landscaping within this easement area, along with an additional five-foot wide landscape buffer on the inside of the property. The Village has requested that the applicant provide grasses or groundcover immediately adjacent to the alley since narrowing the visual corridor of a street or alley tends to calm or slow down traffic. However, the apartment building to the immediate east of the property needs space for cars to back out and any vertical landscaping immediately next to the alley will limit the ability of those vehicles to turn around.

The third easement being provided is a twenty-foot wide easement on the south end of the property. This easement is not required by code, but is being granted to the Village for the creation of a new street to connect US-1 and the alley. The regulating plan that was adopted within the C-MU code encourages (but does not require) a new street to be created in this location. If the access is approved by FDOT, the applicant shall construct the westbound lane of the new street and it shall be completed as a two-way road when the property to the immediate south redevelops.

c. Landscaping

The applicant has proposed a significant amount of landscaping, exceeding the minimum requirements of the Village landscape code. Buffers are only required adjacent to parking areas and foundation plantings are required around 40% of the building facades, but the applicant has elected to add landscaping on all sides of the buildings. This will provide better visual separation to the right-of-ways and adjacent properties. Of the trees currently on site, 48 of 66 existing sabal palms are able to be relocated and utilized in the new landscaping. An additional six (6) live oak trees are healthy enough to be relocated as well.

All of the trees proposed for the site are drought tolerant and over half are native species to Florida. There is a healthy mixture of ornamental trees, shade trees and palms throughout the site, with no areas of simple repetition or monotony. Of the required 200 landscape points per section 45-87.D, 189 are provided from the relocated oak trees being well over the minimum 5-inch caliper at planting. An additional 100 points are achieved by creating the two public courtyards.

The courtyards were designed to have a pedestrian scale with ample shade provided by 8 large coconut palms in the Northern courtyard and a mixture of palm trees including coconut and date palms in the southern courtyard.

Along the alleyways, there will be various levels of hedging and shorter trees to greatly enhance the aesthetics of the corridor. The buffer adjacent to the northeast parking lot will provide coverage of headlights that would otherwise shine into the Corinthian condominium units to the East. The powerlines adjacent to the property will be undergrounded, so larger trees can be accommodated without interference.

Along Yacht Club Drive, utility work required by Seacoast Utility Authority (SUA) will eliminate the existing sabal palms in the right-of-way. Tall grasses are proposed to be planted to create a separation from the street to the sidewalk, but trees are not permitted by SUA as the roots



would interfere with the pipes over time. Foundation trees between the sidewalk and the building will provide some shade and visual interest.

### **C. Consistency With Comprehensive Plan**

Staff has not identified any inconsistencies with the Comprehensive Plan. The project is consistent with several objectives, policies, and goals within the Comprehensive Plan. Notably, the project will meet the goals of Objective 1.B of the Future Land Use Element, which states, *“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.”* Further Objective 6 states *“The Village shall encourage infill development and redevelopment along the Northlake Boulevard and U.S. Highway No.1 corridors.”* Policy 1.B.4 states, “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.” Due to this being the first mixed-use project being proposed in the new C-MU district, the development pattern will remain primarily commercial through the corridor.

The project is consistent with the density allowed within commercial land use designations in the Comprehensive Plan. Policy 1.B.1.3 allows a maximum density of 24 units per acre, with a workforce housing bonus of an additional 12 units per acre for a total of 36 units per acre. The project is proposing 133 units for density calculations (utilizing the 0.5 dwelling unit provision for one bedroom units), which results in an overall density of 32.5 units per acre.

The applicant is proposing to construct all workforce units on site. A minimum of eighteen (18) units of workforce housing units must be provided, and a maximum of nine (9) units can be from the highest income bracket of 120-140% of median household income. Documentation of the construction and rental agreements of these workforce units has been included as a condition of approval.

The project is also consistent with Policy 1.A.1.b, which requires the provision of 5% of a site’s land area for recreation and open space, through the creation of public plazas, which will be used for public events such as farmer’s markets and food truck nights. The applicant is providing 7% of the site’s area for this provision.

The project will also create a more walkable and pedestrian friendly environment and accomplish goals in the Comprehensive Plan and Citizen’s Master Plan. The project is consistent with Policy 6.3, which states that *“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.”* Additionally, Policy 4.5 states, *“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.”*

### **D. Standards of Review**

There are several relevant code sections that the Planning Commission shall consider during the review of this project, including, but not limited to:

**Sec. 6-36. - Powers and duties of planning commission concerning the appearance code.**

The planning commission shall have the following powers and duties:

1. To hold public hearings on and make recommendations for amendments to the appearance plan.
2. To consult with and cooperate with other committees and village departments, and any other municipal or governmental bodies, on matters affecting the appearance of the village.
3. To study exterior design drawings, landscape and site plans and materials for any proposed public works or public improvements and to make recommendations to the council or village manager as to the architectural or aesthetic aspects thereof.
4. To study and review preliminary and final plats and make recommendations to the village council.
5. To hold site plan and appearance review hearings, when required, and to issue or deny site plan and appearance approval for multiple-dwelling, commercial, mixed-use, and industrial buildings pursuant to the provisions of this division and the appearance plan in Appendix A of this Code.

#### **Sec. 6-58. - Action of planning commission.**

Upon consideration of an application, the planning commission shall issue site plan and appearance approval upon a finding that the plan conforms to the village appearance plan and other applicable land development regulations. This approval may contain special conditions in response to unusual aspects of the application or to ensure that the approval carries out village policies and codes without undue permitting delays. If the planning commission determines that these criteria are not met, the planning commission may provide such advice, counsel, suggestions and recommendations as it may deem necessary to guide the prospective applicant in the development of a plan which would comply with the requirements and purposes of the appearance plan and other village land development regulations.

#### **Section 45-51- Waivers**

1. In the C-MU and C-NB zoning districts, waivers may be requested from certain regulations in this Code. An applicant requesting a waiver shall demonstrate that the waiver provides a public benefit, including, by way of example, high-quality architectural design, pedestrian amenities, no cost dedication of rights-of-way, construction of public parking, public art or other improvements adjacent to the property, preservation of environmentally-sensitive lands, provision of public parks and/or open spaces, or mixed uses which reduce impacts on village services.
2. An application for such waiver may be made by any property owner or tenant or by a governmental office, department, board or bureau. Such applications shall be filed with the community development director of the village, using forms supplied by the director, who shall transmit the same, together with all the plans, specifications, application materials, and other papers pertaining to the application, to the planning commission. The applicant shall identify each waiver request in writing as part of the application, fully explaining the nature of the request, the extent to which it departs from a standard zoning regulation, and the basis for which it is sought.
3. The planning commission will hold a public hearing in conjunction with the site plan and appearance review hearing for the subject property (see sections 6-30—6-60). When evaluating waiver requests, the planning commission will consider the following factors and any additional criteria set forth in the relevant zoning district:
  - a. The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived;
  - b. Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded;
  - c. Whether the request clearly demonstrates the public benefits to be derived;

- d. Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the Village's Appearance Plan;
  - e. Whether the requested waiver can be granted in the zoning district;
  - f. Any unusual circumstances regarding the property or immediate area, including the location of power lines, specimen trees, or shade trees;
  - g. The effect of approving or denying the waiver on the development project and on the surrounding area;
  - h. Consistency with the comprehensive plan;
  - i. Recommendations of village staff;
  - j. Testimony from the applicant; and
  - k. Testimony from the public.
4. At the end of the public hearing, the planning commission will make a decision on each requested waiver. Approval is contingent on the planning commission making these findings and any additional findings set forth in the relevant zoning district:
- a. The alternate standard proposed by the applicant is acceptable for the specific site and building;
  - b. The proposed waiver does not detract from the design principles supporting these zoning districts and the broader intent of this Code;
  - c. The proposed waiver will not be injurious to surrounding properties or nearby neighborhoods; and
  - d. The proposed waiver is not inconsistent with the Comprehensive Plan.
5. The planning commission's action on waivers will be considered a recommendation to the village council instead of a decision if a special exception was requested along with one (1) or more waivers, or if a waiver was requested for an extra story pursuant to 45-31.E.4, or if the concurrent site plan and appearance decision is appealed in accordance with section 6-35. The village council will make a decision on such waivers at the same time that a decision is made on all other aspects of the application.

## **V. CONCLUSION**

Staff has analyzed the application for compliance with the requirement of the Village's Comprehensive Plan and Code of Ordinances and concludes that it is generally consistent. If the Planning Commission decides to approve the application, staff recommends the addition of the following conditions of approval to the development order:

### **Proposed Conditions of Approval:**

1. Prior to certificate of occupancy, owner shall provide rental rates and breakdown of workforce housing units for review and approval by the community development department and the Village Attorney. The workforce housing units shall be consistent with Policy 1.B.2 of the Comprehensive Plan. The owner shall submit the rental rates and a breakdown of workforce housing units for review and approval by the community development department on or before January 1<sup>st</sup> of each year subsequent to the year in which the Village issues the certificate of occupancy.
2. The property owner shall host a minimum of 6 farmers market or food truck events per year. If the required number of monthly events is not held by the property owner, the Village shall be granted

ability to provide one event, once per month, in coordination with the property owner. All such events shall be open to the public.

3. Live/ work units shall be constructed and leased as commercial spaces. They shall be maintained for a minimum of two (2) years. If there is no tenant occupancy after that time, the units can be converted to live/work or solely residential. Conversion construction shall be permitted through the Community Development Department and approved by the Community Development Director.
4. The commercial space adjacent to the two pedestrian plazas is intended to attract the general public to the area. They are appropriate if they provide services, entertainment, and/or retail sales for the general public. The commercial spaces adjacent to the pedestrian plazas shall not be used for non-service-related office space. Permitted uses will be reviewed and approved by the Village Manager and Community Development Director.
5. Commercial units are required to obtain a business tax receipt from the Village prior to operating the business
6. The owner shall not be permitted to utilize amplification of any kind on the amenity deck. The use of amplification shall require a special event permit from the Village.
7. Prior to the certificate of occupancy, if permitted by the Florida Department of Transportation (FDOT) and any other applicable governmental agencies, the Applicant shall construct a westbound one-way driveway, 10 feet in width, with a 3 -foot landscape area between the driveway and the adjacent property, within the 20 foot access easement as shown on the approved site plan. The applicant shall utilize its best efforts to obtain approval of the access point from FDOT. If FDOT does not grant approval, the property owner shall make a payment of \$125,000 to the Village for improvements prior to certificate of occupancy.
8. Per 45-31.E.4, rooftop facilities shall be sufficiently screened from the street and adjacent properties. Adequate trees, shrubs, or greenspace shall be provided on any active rooftop facility. A rooftop planting plan and location plan for any speakers shall be provided prior to issuance of vertical building permit for the parking garage building.
9. The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with oaks that are the largest caliper that is reasonably available from local nurseries.
10. Approval shall be obtained from Florida Power and Light (FPL) for the undergrounding of powerlines and utilities and all work shall be completed prior to commencement of vertical construction.
11. Prior to issuance of the first building permit for vertical construction, the Applicant shall revise plans to provide details of lighting fixtures that utilize dark-sky friendly techniques where feasible.
12. There shall be no parking in the seven-foot transportation easement in the driveways of the townhomes.
13. Irrigation plans shall be provided prior to approval of the first infrastructure permit.
14. A permit shall be obtained from Seacoast Utility Authority prior to the first infrastructure permit.
15. All infrastructure, including but not limited to fire hydrants, street lights, storm drains, etc. proposed on the approved site plan shall be maintained by the property owner. Fire hydrants shall be installed, tested and in service prior to construction, and a stabilized fire department access road shall be installed and maintained prior to and throughout construction.
16. Prior to the issuance of the first infrastructure permit, Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form and in an amount approved by the Village Attorney to assure completion of on-site roadways, drainage and utility improvements. As improvements are completed and accepted by the Village, the amount of the performance bond, letter of credit, escrow agreement or other acceptable surety may be reduced

by a proportionate amount as determined by the Village Manager in consultation with the Village Engineer.

17. The property shall be platted with the proposed access easements, utility easements and the dedication of right-of-way to the Village and the plat shall be approved by the Village Council and recorded in the public records prior to the issuance of a certificate of occupancy.
18. Prior to issuance of the first building permit for vertical construction, the Applicant shall revise plans to provide details of lighting fixtures that utilize dark-sky friendly techniques where feasible.
19. No parking signs shall be added along the alley in the transportation easement prior to certificate of occupancy.
20. Any deviations to the approved site plan shall be governed by Section 6-59(4) of the Village Code of Ordinances.
21. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village staff and following the procedures outlined in Section 21-104 of the Village Code of Ordinances.
22. The Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included as formal conditions.
23. The conditions of approval shall be binding on the Applicant and its successors in interest and assigns and a violation of such conditions shall constitute a violation of the Village Code of Ordinances and may be enforced by the Village as set forth in Article VI, Chapter 2 of the Village Code or as otherwise authorized by law.

**Attachments:**

Exhibit A: Market Study Materials

Exhibit B: Memo From Traffic Consultant Susan O'Rourke, P.E.



**Table 27: Office Market Profile—Village of North Palm Beach, 2007—2020**

	2007	2008	National Recession & Recovery				2013	2014	2015	2016	2017	2018	2019	2020	Change: 2007-2020		
			2009	2010	2011	2012									Total	Ann'l Avg.	% CAGR
<b>Office</b>																	
Inventory	1,093,972	1,093,972	1,093,972	1,093,972	1,069,972	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	1,081,296	(12,676)		
As % of County	2.0%	2.0%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%	1.9%			
No. of Buildings/Centers	68	68	68	68	67	68	68	68	68	68	68	68	68	68	-		
Vacant Stock	120,952	159,698	207,598	237,991	216,396	205,188	214,995	158,369	103,741	74,598	77,610	103,822	123,497	122,772	1,820		
Vacancy Rate	11.1%	14.6%	19.0%	21.8%	20.2%	19.0%	19.9%	14.6%	9.6%	6.9%	7.2%	9.6%	11.4%	11.4%			0.2%
<b>Net Absorption:</b>	<b>(62,539)</b>	<b>(38,746)</b>	<b>(47,900)</b>	<b>(30,393)</b>	<b>(2,405)</b>	<b>22,532</b>	<b>(9,807)</b>	<b>56,626</b>	<b>54,628</b>	<b>29,143</b>	<b>(3,012)</b>	<b>(26,212)</b>	<b>(19,675)</b>	<b>725</b>	<b>(77,035)</b>	<b>(5,503)</b>	
<b>Past 5 Years</b>															<b>(19,031)</b>	<b>(3,806)</b>	
Construction Deliveries	-	-	-	-	-	11,324	-	-	-	-	-	-	-	-	11,324		
Gross Rent/SF	\$ 24.87	\$ 23.42	\$ 20.16	\$ 19.14	\$ 18.65	\$ 18.31	\$ 19.34	\$ 21.17	\$ 21.22	\$ 21.69	\$ 26.35	\$ 24.02	\$ 22.81	\$ 24.89			-0.7%
Average Annual % Change	-	-5.8%	-13.9%	-5.1%	-2.6%	-1.8%	5.6%	9.5%	0.2%	2.2%	21.5%	-8.8%	-5.0%	9.1%			
Base Rent/SF (NNN)	\$ 18.52	\$ 17.34	\$ 16.16	\$ 14.66	\$ 15.33	\$ 15.17	\$ 15.49	\$ 17.13	\$ 17.31	\$ 18.21	\$ 21.04	\$ 18.39	\$ 18.83	\$ 20.50			0.1%

Source: CoStar, Inc.; WTL+a, May 2021.



Real Estate & Economic Advisors  
Washington, DC—Cape Cod, MA  
301.502.4171 508.214.0915

**Table 29: Summary of Area Retail Inventory—by Sub-district, 2020**

No.	Subarea	Approximate Length (In Miles)	Total Retail Space		No. of Retail Businesses	Vacant Space		No. of Vacant Spaces
			In SF	As % of Total		In SF	% Vacant	
Town of Lake Park (Municipal Boundaries Only)								
1	Downtown Lake Park	0.62	139,432	7%	53	37,080	27%	9
2	Congress Avenue Corridor	0.86	514,195	26%	11	-	0%	-
3	Northlake Boulevard (South Side Only) (1)	1.64	942,717	48%	284	93,129	10%	25
4	U.S. Route 1	0.82	363,639	19%	388	186,306	51%	34
Subtotal:			1,959,983	29%	736	316,515	16.1%	68
North Palm Beach								
5	Northlake Boulevard (North Side Only) (2)	1.31	565,655	31%	128	16,458	3%	6
6	Old Dixie Highway/SR 811 (East/West Sides) (3)	0.58	285,656	16%	62	40,048	14%	9
7	U.S. Route 1 (North of Northlake) (4)	2.58	962,495	53%	194	216,352	22%	34
Subtotal:			1,813,806	27%	384	272,858	15.0%	49
Selected Nearby Retail Concentrations								
8	PGA Blvd (Mall Entrance East to U.S. 1)	1.51	419,967	15%	83	25,335	3%	4
9	Malls & Surrounding Areas (5)	-	2,193,966	76%	216	532,712	73%	TBD
10	U.S. Route 1 (NPB Boundary to PGA Blvd.)	0.30	279,415	10%	36	171,528	24%	15
Subtotal:			2,893,348	43%	335	729,575	25.2%	19
TOTAL:			6,667,137	100%	1,455	1,318,948	19.8%	136
Plus Others								

Field estimates may not exactly match properties & jurisdictions, but reflect total square footage of existing retail

(1) Includes the south side of Northlake Boulevard located in Lake Park.

(2) Includes the north side of Northlake Boulevard, from I-95 to U.S. 1, in North Palm Beach.

(3) Includes Prosperity Farms Road.

(4) Includes north of Northlake Boulevard to Juno Road in Juno Beach; includes retail properties located within North Palm Beach and selected adjacent retail in neighboring jurisdictions.

(5) All malls and retail locations from I-95 on the west to Kew Gardens Avenue on the east; PGA Boulevard on the south and Gardens Parkway on the north. Vacant spaces not verified.

Source: RDS LLC; Palm Beach County Property Appraiser; WTL+a, revised September 2021.

As noted above, within Lake Park, there are four retail subareas:

- **Downtown Lake Park**—Approximately 0.62 miles in length and containing approximately 140,000 sq. ft. of retail space (7% of the Town's total) along Park Avenue—from 5<sup>th</sup> Street to 10<sup>th</sup> Street—and northwest of the traditional downtown
- **Congress Avenue**—Northwest of downtown Lake Park, between Silver Beach Road on the south and N. Killian Drive on the north (approximately 0.86 miles in length), and containing multiple Big-Box stores (Target, Walmart, Kohl's, and Lowe's), with almost 514,000 sq. ft. of retail (26% of the Town's total)





July 20, 2021

To: Adam Swaney, Engenuity Group for North Palm Beach

From: Susan E. O' Rourke, P.E.

**RE: 200 Yacht Club Drive**

O'Rourke Engineering & Planning has reviewed the revised traffic study prepared by Simmons and White dated December 1, 2020, revised February 24, 2021, final revision July 8, 2021.

Our comments as previously presented remain addressed in the new submittal. The project complies with Section 21-47 of the Town of North Palm Beach Code of Ordinances affecting roadway concurrency.

The site plan has the AM and PM entering volumes on US 1 reversed on the site plan (ie 69 is PM and 39 is AM).

Thank you for the opportunity to assist with this review.

# 200 YACHT CLUB DRIVE JUSTIFICATION STATEMENT

## Site Plan & Waiver Application

**Initial Submittal: December 2, 2020**

**Resubmittal: February 21, 2021**

**Resubmittal: July 12, 2021**

**Resubmittal: September 17, 2021**

**Resubmittal: July 11, 2022**

**Resubmittal: August 19, 2022**



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Urban Planning and Design  
Landscape Architecture  
Communication Graphics

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## **REQUEST SUMMARY**

On behalf of the applicant, Robbins NPB LLC, Urban Design Studio (UDS) (hereinafter referred to as the agent) has prepared and hereby respectfully submits a Site Plan & Waiver application for the +/-4.09 acres of property that consists of three contiguous parcels located at the southeast corner of Yacht Club Drive and US Highway One. The subject property is located within the municipal boundaries of The Village of North Palm Beach.

The subject property is comprised of three (3) parcel control numbers (PCN) (as assigned by the Property Appraiser of PBC):

68-43-42-09-02-000-0010 – Parcel A

68-43-42-09-01-070-0140 – Parcel B

68-43-42-09-01-070-0121 – Parcel C

The Village of North Palm Beach recently went through the process of updating the Future Land Use Element of its Comprehensive Plan per Ordinance 2020-05 as well as updating its Land Development Regulations (LDR's) and Appearance Plan per Ordinance 2020-06. These changes were adopted and enacted after approval at the second reading of the Village Council on September 24, 2020.

The subject property is currently within the following FLU designations and Zoning districts based on the newly enacted Appearance Plan

**FLU Designation:** Commercial

**Zoning Districts:** US-1 Mixed Use District (C-MU)

The applicant is requesting approval of the following from the Village Council of North Palm Beach:

- To allow for a mixed-use development with 181 multi-family residential dwelling units and the following waivers:

WAIVER #	CODE	REQUIREMENT	PROPOSED	WAIVER
<b>W.1</b>	45-31.D.2, Table 4 Building Frontage: Storefront	<u>Build-to zone: 5' max.</u>	Bldg. A North: 12' max. Bldg. C west: 6' max.	Bldg. A North: 7' INCREASE Building C west: 1' INCREASE
		<u>Building Frontage: 60% min.</u>	Bldg. A North: 56%	Bldg. A North: 4% REDUCTION
		<u>Door Recess: 5' Max.</u>	Bldg. A North: 6.5' Bldg. A West: 6.5' Bldg. B West: 6.5' Bldg. C West: 6.5'	Bldg. A North: 1.5' INCREASE Bldg. A West: 1.5' INCREASE Bldg. B West: 1.5' INCREASE Bldg. C West: 1.5' INCREASE
		<u>Cumulative Storefront Width: 70% min.</u>	Building A North: 40% Building B West: 42% Building C west: 39%	Bldg. A North: 30% REDUCTION Bldg. B West: 28% REDUCTION Bldg. C west: 31% REDUCTION
		<u>Transparency</u> Ground: 70% min. / Upper: 40% min.	Bldg. A North: 36% / 26% Bldg. A West: 65% / 31% Bldg. B West: 30% / 31% Bldg. C West: 29% / 30%	34% / 14% REDUCTION 5% / 9% REDUCTION 40% / 9% REDUCTION 41% / 11% REDUCTION
<b>W2.</b>	6.115.C.2. Building Wall Signs	B. may display one (1) permanent accessory building wall identification sign facing each public street frontage on the principal building in which the complex is located, not to exceed a sign area	<b>Sign Type 1 – Building Identity Sign:</b> One (1) building identification sign each for Building A and Building C for up to a maximum of two (2) building identity signs.	Allow one building identification on a non-street frontage for Building C.

		of twenty (20) square feet.		
<b>W3.</b>	6.115.C.2. Building Wall Signs	C. Maximum sign area of five (5) percent of the facade area if the front building setback is twenty-five (25) feet minimum.	<b>Sign Type 2 – Tenant Sign:</b> Maximum sign area of five (5) percent of the facade area with a front building setback of 0' due to code-required build-to-zones.	Removal of 25' Setback requirement.
<b>W4.</b>	45-31.G.3	A. A 7-foot perpetual sidewalk easement must be dedicated to the village along the US Highway 1 frontage.	A 7-foot easement is proposed, however, landscaping encroaches into the easement	Allowance of landscaping in the sidewalk easement

## BACKGROUND

The subject property is comprised of three parcels; two of which are vacant, and the middle parcel which contains a single-story corporate office building. The northern parcel shows the vacant shell of what used to be a restaurant and parking lot. The southernmost parcel is completely vacant.

In August of 2015 the Village of North Palm Beach engaged the Treasure Coast Regional Planning Council to develop a Master Plan for future/infill development and redevelopment in the Village. This resulted in a Master Plan being adopted by the Village Council in October 2016. The Village Master Plan identified the node of Yacht Club Drive and US-1 as a resort area with a waterfront village character. The Village Master Plan also included rendered schematic plans to denote potential new buildings that would fit the vision of the Village and its residents. The subject property was included on the schematic plans and rendered as apartments. Furthermore, street elevation renderings of the Yacht Club drive intersection were included to depict mixed-use development with varied rooflines and building facades.

The vision for the Yacht Club Drive and US-1 intersection is further specified in the C-MU regulating plan seen in Figure 1 of the Village's recently adopted LDR's. The LDR's include a list of regulating plans for key areas that define street frontages that will apply to redevelopment that include build-to-zones (BTZ) and defined setbacks. In lieu of setbacks where the building must be a minimum distance away from the property line, BTZ's are typically brought right up to the property line with buildings fronting the street where that BTZ is required. The inclusion of build-to-zones serve to integrate buildings and streetscapes to improve the public realm and define the streetscape on a pedestrian-scale. As the Village aims to make US-1 more pedestrian friendly, a 7-foot perpetual

sidewalk easement is now required for all properties that front US-1. The sidewalk easement is incorporated as part of the subject property site plan with an alternative design that includes a widened public sidewalk within US-1 with direct pedestrian connections to the site's private and public open space areas.

The proposed redevelopment of the subject property adheres to the recommendations of the Village Master Plan and is intended to implement the mixed-use district regulations from the LDR's with the exception of the waivers requested, which the applicant believes will meet the intent of the regulations, but provide an innovated design to foster a sense of community and interaction between the residents of the development and Village residents walking along the US 1 corridor.

Shortly after second round of comments in the Site Plan Review process, the development program of the subject site was updated to move forward with the inclusion of a separate structured parking garage located central to the site and the addition of six (6) townhomes to line the rear alley parallel to US-1. This concept remains consistent in architectural style and design for the 3 principal buildings fronting US Highway-1 (Building A, Building B, building C).

Furthermore, after receiving staff certification, the Applicant presented the proposed development at the December 7<sup>th</sup>, 2021 Planning Commission with a 5-story 206-unit concept which received 5-1 approval with the condition provide a conceptual cross section for the Right of Way for the alley way/street dedication on the south end of the property line and a condition to eliminate the residential courtyard encroachment in to the seven (7) foot US-1 easement with only landscape to be allowed. This development program did not end up going to council after some feedback from Village staff and concern from the Village residents in regard to height and density. As such, the Applicant has revised the development program to remove the prior 5<sup>th</sup> floor which was proposed and limit the proposal to four (4) floors and 181 units, a 25-unit reduction from the initially proposed 206.

The updated concept as provided and described herein serves to further the goals set forth in the 2016 Village Master Plan as the inclusion of the structured parking and rear-alley Townhomes will provide a variety of buildings that maintain the mid-rise scale and line the streets, while also providing a better alternative for surface parking.

## **SURROUNDING USES**

Below is a description of the uses on the adjacent properties (or those on the other side of abutting R-O-W's) to the north, south, east and west of the overall property. Note that the acreages, uses, number of units, etc. listed below are from the Property Appraiser of Palm Beach County's web site.

### **North:**

To the north of the subject property there are two parcels and the Yacht Club Drive R-O-W. The parcel fronting US-1 contains a gas station while the parcel directly east of the gas station contains Condominiums.

<b>PCN</b>	<b>Acreage PAPA</b>	<b>per</b>	<b>Zoning</b>	<b>Use</b>
68434209020000230	.7 ac		C-S	Retail/Gas Station
6843420929(1010-4070)	~1.3 ac (Not shown on PAPA)		R-3	Multi-Family - Condo

**East:**

To the east of the subject property there are five parcels. All but one of the parcels are within the R-1 Single-Family Dwelling District while the parcel furthest north consists of Multi-Family.

<b>PCN</b>	<b>Acreage PAPA</b>	<b>per</b>	<b>Zoning</b>	<b>Use</b>
6843420917(0010-0140)	~.6 ac (Not shown on PAPA)		R-3	Multi-Family - Condo
68434209010670010	.47 ac		R-1	Single Family
68434209010660250	.39 ac		R-1	Single Family
68434209010660240	.25 ac		R-1	Single Family
68434209010660230	.25 ac		R-1	Single Family

**West:**

To the west of the subject property there is the US-1 R-O-W, the North Palm Beach Country Club and Village Swimming Pool.

<b>PCN</b>	<b>Acreage PAPA</b>	<b>per</b>	<b>Zoning</b>	<b>Use</b>
68434208000001080	145.69 ac.		P -Public District	Golf/Recreation

**South:**

To the south, there is a single parcel which contains corporate office space.

<b>PCN</b>	<b>Acreage PAPA</b>	<b>per</b>	<b>Zoning</b>	<b>Use</b>
68434209010700100	1.73 ac.		C-MU	Office

As shown above the majority of the land area surrounding the subject property supports residential uses with the exception of the North Palm Beach County Club parcel located to the west across US-1 and the commercial properties to the north and south for the gas station and office building.

## DESIGN PROGRAM

The development program for the subject property consists of 181-rental units with amenity space and 1,578 SF of ground level commercial use(s) that is designed on the site plan as potential restaurant with direct frontage on US-1 and a public courtyard for outdoor seating. Four (4) of the rental units on the ground floor have been designed as live-work units with a separate work space that has direct access to the public courtyards. This configuration allows for the flexibility for those units to accommodate active or passive commercial uses such as an art gallery, florist, barber shop, yoga/dance studio, artisanal retail & bookstore. Ultimately, the market will determine the uses for commercial space and the live-work units. Typically, in form-based codes which promote a more urban form of development such as that envisioned by the Village's Master Plan, the uses within the building are not as of much concern as the form of development. The design proposed strives to create the urban environment desired by the Village and create a pleasant experience for the pedestrian.

Please note that in the traffic report prepared by Simmons & White included in this application, the 1,578 SF of ground-level commercial is classified as "restaurant" for its traffic generation rate. While the exact commercial use for the 1,578 SF commercial space isn't set yet, the restaurant traffic generation rate accounts for the highest traffic generation as opposed to retail uses which elicit a lower traffic generation rate to ensure that regardless of what is proposed, the highest possible traffic generation will be accounted for.

The Site Plan consists of 3 buildings that front US-1 and Yacht Club Drive as of a result of attempting to comply with the Build-To-Zones in the associated Regulating Plan to the greatest extent feasible. Also included in the site design are, a 4-level structured parking garage located central to the site, to the rear of the 3 buildings fronting US-1, and 6 townhomes that line the east facade of the structured parking garage... Each building fronting US-1 is separated by a 42'-45' wide public courtyard that has direct access to the US-1 public sidewalk. The 3 buildings that front US-1 and Yacht Club Drive are 4 stories.

The top level of the 3-story structured parking garage will contain an amenity level dedicated to a clubhouse, fitness area, and rooftop pool area for residents of the development. The depicted planters for landscaping on the rooftop deck are schematic at this time, but the intention is that planters provided with a final rooftop amenity deck plan will contain palms, shrubs & groundcovers species that are appropriate for a rooftop structure. Landscape specifications and the final rooftop amenity plan will be provided at time of permitting for the structure.

Building "A", as referred to on the site plan, is the northernmost building on the site and has an L-shaped orientation which fronts both Yacht Club Drive and US-1 due to the Build-To-Zones and frontage requirements. The Building A frontage is classified as "Storefront" per the form-based code in the Village Appearance Plan. Storefront



buildings are classified as flexible space at the sidewalk level that are directly accessible for pedestrians. The portion of the Building A ground floor that faces the intersection of Yacht Club Drive and US-1 is to be comprised of amenities and a 1,578 square foot restaurant/commercial use for peak pedestrian visibility and traffic and to offer the transparent street-level public benefit, or active use areas, associated with Storefront frontage. The entrances to the amenity space and commercial use open directly to the sidewalk and public courtyard which offers further public benefit by providing awning shading to pedestrians. Waivers from the CM-U building frontage criteria are being requested along the northern frontage of Building A due to the angled north property line of Yacht Club Drive that requires an increased build-to-zone from 5' to 12' due to Building A's orientation, as well as a waiver to the frontage requirement in order to allow for the main access point into the development along this frontage.

Building "B" is the rectangular shaped middle building on the site and fronts US-1 on the Build-to-Zone. Building "C" fronts US-1 and is the southern-most building on the site and has an L-shaped orientation similar to Building A. Both Building B and C frontage are classified as Storefront per the form-based code in the Village Appearance Plan. Building B and C consist of entirely of multi-family dwellings including live-work units that make up the corner units that front on the public courtyards. The ground floor units in both Building B and C that face US-1 include private terraces that are enclosed.

Six (6) 3-story Townhome units are also provided attached to the eastern facade of the structured parking garage. These units line the rear alley parallel to US-1 and contain a typical 3-bedroom model with a 2-car garage, private 2-car driveway, and rooftop deck and patio.

Buildings A & B, and Buildings B & C are separated by two courtyards that provide public open space and pedestrian access into the property. The northern courtyard is 42' wide and the southern courtyard is 45' wide. Both courtyards have been designed to be used in tandem with the one-way 18' special event alley located in between the structured parking garage and the three (3) principal buildings fronting US-1. Both courtyards and the special-event alley are designed with decorative pavement, lush landscaping, and seating to create a pedestrian friendly space with a flexible layout suitable for programming such as small farmer's markets, food trucks, small arts & crafts, fairs, and other community events which provide public benefit.

The collective 13,000 SF space as depicted by the dashed line on Site Plan, is designed to have a continuous "U" shaped layout with zero-grade pavers between the courtyards and special-event alley to provide an uninterrupted feel for pedestrians and Village programming to feasibly use and interact with the space when special-events are planned. This space also satisfies the public open space use requirement as set forth in Sec 36-23(b) which requires a minimum of 5% of the gross land area of shall be dedicated to public use. The 13,000 SF of public use area provided exceeds these requirements as 7% of the 178,413 SF of gross land area on the site is being dedicated as such. A continuous sidewalk system is provided throughout the project



with direct access from each frontage to the buildings, courtyards, structured parking garage, and to the internal parking area.

The main access to the 4.09-acre property will be provided from the north via a single ingress/egress points from/to Yacht Club Drive (a R-O-W which varies and is 90' at its maximum). The main access will provide access to the structured parking garage which will have its access point located at the northeastern portion of the structure. Primary egress from the site will also be provided to Yacht Club Drive to await the turn signal to exit on US-1. A secondary ingress/egress is provided from the east through an existing 20-foot service road alley. This access point however, will not burden the existing 20-foot service alley as it will only be used for Fire access, and secondary egress point for those utilizing the limited number of parking surface parking spaces at the southern portion of the site. Ingress to the access point on the 20' service alley will be limited to the 18 surface parking spaces on the southern portion of the site due to the one-way configuration of the special-event alley which prevents circulation to the Yacht Club Drive egress point and the remainder of the surface parking spaces and parking spaces provided in the structured parking garage. The 20' service road alley also triggers a 7' perpetual transportation & utility easement per section 45.31.G.2 in the Appearance Plan. A 5'+ wide landscaped buffer is situated directly inside of the 7' perpetual transportation & utility easement creating a 12' wide buffer strip between the alley and the site. The Townhouse private driveways encroach into this 12' buffer area, however, there is ample landscaping area provided in between the units designed in groups of 2.

## EASEMENTS

There are several existing easements which encumber the site which have been incorporated into the site plan:

- 6' easement that runs north-south on the east edge of Parcel A and a 12' easement that lines the south edge of Parcel A. Both easements were recorded in the Marina Addition to Village of North Palm Beach Plat (P.B. 27 Pg 98). The easements recorded in this plat are for the current overhead powerlines that run through the south edge of Parcel A and along the 20' service road. The 6' easement coincides with the new 7'-foot perpetual transportation and utility easement discussed above. The 12' easement is proposed to be modified to accommodate the proposed undergrounding of the existing overhead powerlines that extend east into the site from US-1.
- 12' x 25' Seacoast Utility Authority (SUA) easement located at the southwest corner of Parcel B (ORB 9617 PG 768). This easement is anticipated to be released based on the proposed conceptual engineering plan and utility connections for the project.
- 3' Bellsouth Easement (ORB 24036 PG 13) located along the south property line is anticipated to remain while a 10'x20 portion of the same recorded easement is proposed to be abandoned with the ATT and FPL facilities located

within that easement to be relocated as deemed needed upon final engineering and coordination with those providers.

The applicant intends to underground the overhead power lines that run through the south edge of Parcel A to beautify and allow an uninterrupted view of the proposed mixed-use development fronting US-1. To facilitate this, a 10' FPL easement is proposed in the courtyard between Building A and Building B. This will extend into the drive-aisle north of the structured parking garage which will contain a 25' utility easement which will cover both the underground power line and the proposed internal SUA water main routing for the project. An existing SUA sanitary force main which occurs near the same location as the existing overhead powerlines is being proposed to be relocated from its current location to the southern boundary of the site within a 12' SUA easement. Conversations with FPL and SUA regarding possibility of relocating the force main to the south and an underground power line within the north courtyard took place. It was concluded that a 10' utility easement could accommodate the placement of the FPL underground powerline within the north courtyard and the relocated SUA force main would be accommodated in a 12' easement along the south property line. The proposed development plans also include a new water main that extends into the site from US1 through the south courtyard which is accommodated within a 20' SUA easement. The proposed landscaping and hardscape within this courtyard are designed to coordinate with the SUA easement and the setbacks required between trees/palms and the SUA facilities. The conceptual engineering plans for the project identify the location utility easements which circulates through the site to complete the proposed water main and sanitary sewer routing for the project.

In addition to proposed utility easements for this development, the applicant has coordinated with staff to provide a 20' easement along the south property line to be dedicated to the Village of North Palm Beach. This easement is provided to allow the creation of the potential new street depicted in the C-MU regulating plan if/when the property to the south of the subject site redevelops.

## **ARCHITECTURE**

The project's architectural design is a coastal vernacular, which means that it reverences both Florida and overall historic seaside orchestral style. This look is complementary for the area, as there the project is near the water and there are some projects in the area that have referenced this style in the Village. This style relies on scalable elements that make the architecture human in scale. The use of a siding looking finish with mixed wall finishes breaks up the building massing into scalable multi building look for the project. This style of architecture is outstanding in its ability to break buildings into smaller segments. Uses of tower elements and varied roofing lines help to carry this coastal look further. The architecture is further enhanced by the use of several different colors and metal roofing which calls out coastal design. The detailing in varied different railings and window shutters and trim treatments, as well as, the use of brackets further compliments the varied massing and roof lines. This concept is excellent for making the project feel like multiple

buildings, which is a look that the Village's design guidelines encourage. The project's look and feel is further enhanced by breaking up the buildings and adding courtyards between them. These vias serve to humanize the project further. The overall design is created to be an exciting, pleasant and visually pleasing project which will be an asset to the Village of North Palm Beach.

## SIGNAGE

A Master Sign Program has been included with this request to establish guidelines for all future signage. The Master Sign Program will act as the regulatory framework for all signage for the project. Where the Sign Program is silent, signs will be required to be consistent with the Village Sign Code requirements. Three sign types are being proposed as part of the Master Sign Program: Building Identity Signage, Tenant Signage, and Directional Signage. Sign variances have been included to implement the Master Sign Plan for the 200 Yacht Club Development as follows:

Sign Type / Waiver	Code Section	Code Requirements	Proposed	Variance
<b>W2.</b>	6.115.C.2. Building Wall Signs	B. may display one (1) permanent accessory building wall identification sign facing each public street frontage on the principal building in which the complex is located, not to exceed a sign area of twenty (20) square feet.	<b>Sign Type 1 – Building Identity Sign</b> one (1) building identification sign each for Building Elevation A and Building Elevation C for up to a maximum of two (2) building identity signs.	Allow one building identification on a non-street frontage for Building C.
<b>W3.</b>	6.115.C.2. Building Wall Signs	C. Maximum sign area of five (5) percent of the facade area if the front building setback is twenty-five (25) feet minimum.	<b>Sign Type 2 – Tenant Sign:</b> Maximum sign area of five (5) percent of the facade area with a front building setback of 0' due to code-required build-to-zones.	Removal of 25' Setback requirement.

## DENSITY

The allowable residential density for mixed-use projects in commercial zoning districts as defined by the Village of North Palm Beach's Comprehensive Plan is 24 dwelling units per acre with the opportunity to receive up to 36 dwelling units per acre with a Workforce Housing Density Bonus. The proposed unit mix for the subject development comprises of 97 one-bedroom units, 74 two-bedroom units, 4 live-work units and 6

Townhome units for a total unit count of 181 units. For the purposes of calculating residential density however, the Village Appearance Plan defines units that have only one bedroom or no separate bedrooms as one-half of a dwelling unit.

- 97 one-bedroom units at 50% density equivalency turns out to be **49** units for the purpose of calculating residential density.
- 74 two-bedroom units, four (4) live-work, and six (6) 3-bedroom Townhouse units are calculated at 100% density in which **84** units are considered a whole dwelling unit.
- While 181 units are proposed, **133 units** are calculated for residential density by calculating the total of the 84 two-bedroom and three-bedroom units that are counted whole (100%) and the 49-one-bedroom units that were calculated at 50% density equivalency.

As of a result, the proposed 133 units divided by the 4.09 acres of the subject property provides a density of **32.52** dwelling units/acre which is achievable in the C-MU district through the Workforce Housing (WFH) Bonus. This amounts to 35 bonus units being credited to the WFH bonus above the 24 du/ac allowed by right.

Of the 35 bonus units, 50% must fall in any of the 4 WFH income categories (Low, Mod1, Mod2, Middle). That 50% rate provides a total of **18 WFH units** needed for the development. Further, no more than 50% of the WFH bonus units provided can be in the Middle (120%-140%) category, which means a maximum of **9 units** can be placed in the 120%-140% category while the rest must be placed in the other income categories. The applicant will be pursuing alternative “A” of Policy 1.B.2 of the Village Comprehensive Plan in which bonus units will be constructed on-site.

## **PARKING**

Adequate parking on site is provided as there are 234 required parking spots and 8 required townhouse parking spots based on the mix of uses and intensity, and 302 provided (278 of which are provided for the principal residential units, live-work units, and restaurant located in Buildings A, B, and C, and 24 provided via private driveways and garages for the 6 Townhouse units lining the rear alley.) The parking provided on site consists of 225 parking spots offered in the garage structured parking and 49 standard surface spaces offered; 41 of which are at 9' x 18' for 90-degree parking, and eight (8) of which are stalls at 8' x 22' for parallel parking. There are also four (4) golf cart parking spaces at 6' x 12' and 7 ADA accessible spaces at 12' x 18' which are dispersed between the surface parking lot and the parking garage. New code provisions provide the opportunity to use golf cart spaces and have them count as up to 10% of the parking requirement to further encourage less automobile usage and also try to adhere to the waterfront resort demographic of residents in the area. There is also sufficient parking provided for the 6 townhouse units with each unit being provided 2 spaces in each respective private garage, and 2 spaces in each unit's private driveway for a total of 24 spaces provided. Commercial and guest parking is provided with 16 spaces (8 at the south side of Building A and the 8 parallel parking

spaces west of the garage). The reservation of these spaces will be regulated and monitored by internal building and management operations.

## CONCURRENCY

Included with this application are the following documents related to the impact of the proposed project on public facilities:

- **Drainage:** Please see enclosed Conceptual Engineering Plans and Drainage Statement prepared by Simmons & White in which the details of the proposed drainage system are provided.
- **Traffic:** Please see enclosed Traffic Impact Statement prepared by Simmons & White discussing the proposed project for compliance with the Traffic Performance Standards (TPS) set by the Palm Beach County Traffic Division.
- **Water/Wastewater:** Please see enclosed Conceptual Engineering Plans and prepared by Simmons & White in which the details of the proposed water/wastewater system are provided. A service letter has also been requested from Seacoast Utility Authority.
- **Palm Tran:** A statement of agreement to keep the existing Palm Tran Bus Stop Pole has been reached with Palm Tran representatives. The existing bus stop is located near the intersection where the project proposes to have a small pedestrian plaza in front of the restaurant/amenity space in Building A. Typically, a 10' x 30' easement is needed for a new sheltered bus stop with this type of development; however, the applicant proved the transit-friendliness and pedestrian connectivity of the current development. The existing sidewalk within the US1 right of way will potentially be widened within the right of way (subject to FDOT permitting) and there exists a traffic signal and pedestrian crosswalks across both US1 and Yacht Club Drive. Also, the development will provide shade and overhangs/galleries as part of the waterfront-resort style development and will provide benches if needed pending coordination with Palm Tran and The Village of North Palm Beach.

## WAIVER STANDARDS SEC. 45-51

- A. The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived;

**W.1:** The granting of the requested waivers and deviations in the building frontages will be the minimum waivers requested to allow the site programming to meet code with proper site circulation, landscaping, buffering, and placement of utilities. The subject site was designed with constraints of 7' easements on the east and west border of the site as well as an additional 5' landscape buffer on the east. Building



frontage waivers were the minimum waivers requested to fit the building design and parking circulation on the site.

**W.2.** The requested waiver for Sign Type 1 to allow a building identification sign on a non-street frontage differs from the code's standard by the minimum extent, as the waiver requested will provide adequate visibility and identification of the 200 Yacht Club development for individuals traversing north along US-Highway 1. There will be a total of two building identity signs as part of the proposed development which would not differ from the 2 signs that would be allowed by code, which permits a sign facing each public street frontage. There are two public street frontages as part of this development, Yacht Club Drive, and US Highway-1. The only difference from what is allowed by code is the location of the signs provided. The sign located on Building A is situated on the corner of both Yacht Club Drive, and US Highway-1 allowing visibility from both street frontages. The sign located on Building C faces the south property line which does not have a street frontage. However, the intent will still be met as the applicant is proposing a 20' easement to allow for the creation of the future side street located along the south property line subject to future permitting and redevelopment of the adjacent parcel to the south. Should the property to the south of the subject development ever redevelop and the Village constructs the future side street, the proposed building identity sign on Building C will meet the intent of facing a street frontage.

**W.3.** The requested waiver for Sign Type 2 to remove the minimum 25' setback requirement is the minimum waiver requested due to compliance with the C-MU district regulating plan build-to-zones which require storefront building frontage to be within 0' to 5' of the property line in order to orient building frontage to the public streets. The existing code requirement for signage setbacks as seen in Sec. 6-115.B..2.C also does not account for signage included in the newly formed C-MU district.

**W.4.** The requested waiver to allow landscaping in the 7' US-1 Sidewalk easement is the minimum waiver requested due to the allowance of only landscaping in the sidewalk easement. As part of the proposed site design, the Applicant is widening the US-1 sidewalk to 8' for a wider pedestrian thoroughfare, in accordance with the overall intent of the 7' sidewalk easement for US-1. The landscaping provided also improves the pedestrian experience by providing greenery along the sidewalk, while also softening the edge of the building architecture along the ground floor. The Applicant has also agreed to minimize impacts to the 7' US-1 sidewalk easement by agreeing to the condition imposed at the first Planning Commission meeting. The initial concept proposed included a waiver request to allow both private courtyard and landscaping in the easement. In agreeing to the condition, the Applicant has further minimized the waiver request.

- B. Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded;

**W.1.** The granting of the building frontage waivers for the subject site contribute to innovative design as the project's look and feel is further enhanced by breaking up the buildings and adding courtyards between them. These vias serve to humanize the project further. The deviations in build-to-zones and building frontages allow the site design to function while having adequate space for parking and utilities.

**W.2.** The granting of the requested waiver for Sign Type 2 to allow sign placement on non-street frontage leads to innovative design as the proposed identity sign will contribute to current visibility of the development as well as future visibility if the proposed side street south of the subject development is ever completed. The applicant is proposing a 20' easement as part of the proposed design to facilitate the development of a future side street for better connectivity throughout the area.

**W.3.** The granting of the requested waiver for Sign Type 2 to remove the minimum 25' setback requirement will contribute to innovative design with compliance to the build-to-zone setbacks. This will encourage pedestrian activity and interaction with proper visibility provided by the signage in the public street frontage and courtyards which would otherwise be isolated if the signage had to adhere to the minimum 25' requirement. The existing code requirement for signage setbacks as seen in Sec. 6-115.B..2.C also does not account for signage included in the newly formed C-MU district.

**W.4.** Granting the requested waiver to allow the landscaping in the 7' Sidewalk Easement contributes to innovative design as the proposed improves the pedestrian experience by providing greenery along the sidewalk, while also softening the edge of the building architecture along the ground floor. As previously mentioned, the Applicant is also providing additional innovative design by widening the US-1 sidewalk to 8' for a wider pedestrian thoroughfare, in accordance with the overall intent of the 7' sidewalk easement for US-1.

C. Whether the request clearly demonstrates the public benefits to be derived;

**W.1.** The granting of the building frontage waivers for the subject site demonstrates public benefits to be derived as the building frontage reduction allow the development to be oriented closer to US Highway-1 to further the human-scale for pedestrians interacting with the space.

**W.2.** The granting of the requested waiver for Sign Type 2 to allow sign placement on non-street frontage demonstrates public benefits to be derived as the sign is oriented to the south towards the potential side street as seen in the C-MU regulating plan. This will provide proper visibility and building identification for pedestrians not only traveling north on US-Highway 1, but also for potential pedestrians that would be traversing and interacting with the potential side street in the future.



**W.3.** The granting of the requested waiver for Sign Type 2 to remove the minimum 25' setback requirement clearly demonstrates the public benefits to be derived as there will be proper visibility for the individual tenants within this development. Considering the ground-floor location of the live-work units and retail, proper signage will invite and encourage pedestrians to interact with and activate the sidewalk and courtyards.

**W.4.** The public benefit for the requested waiver to allow landscaping in the sidewalk easement is provided via the beautification and increase of green space of the pedestrian realm through the provision of the landscaping which softens the transition between the building frontage and pedestrian sidewalk space. The Applicant is also proposing widening the exiting sidewalk to 8' for a wider pedestrian throughfare along US-1.

- D. Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the Village's Appearance Plan;

**W.1.** The granting of the building frontage waivers will further the goals of the Village Master Plan by incorporating contemporary architectural building design practices that will beautify the US-1 corridor as the various door recesses, street frontages, and building façade elements will still be beneficial despite the minor deviations. The techniques described in the Village Appearance Plan will be exemplified through the adherence to form-based code building forms. The minor waivers requested will be due to the nature of the orientation of the buildings and the site however, the required design elements of the storefront frontage will remain.

**W2.-W3.** The granting of the requested signage waivers furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the Village's Appearance Plan as the signs will generate interest and visibility for the subject development and associated retail & live/work tenants. Each sign proposed will be consistent with the size, color, lettering, location, and arrangement of the building design, and will be scaled properly as there are no size deviations from the building wall sign regulations depicted in Sec. 6-115.C.2.

**W.4.** Granting the requested waiver to allow landscaping in the 7' Sidewalk easement furthers the goals of the village master plan and the Village appearance plan by protecting and to stabilizing the appearance of the proposed building through landscaping, and promoting acceptability, attractiveness, cohesiveness of the new development through the additional green space offered in the shrubbery proposed on US-1.

- E. Whether the requested waiver can be granted in the zoning district;

**W.1.-W.4.** The requested waivers are consistent with the goals and vision of the C-MU district and the vision for the US-1 corridor. Goals for the C-MU district depict a reimagined US-1 corridor with livable/walkable streets and active building frontages to allow placemaking for pedestrians. The requested waivers are not adding new uses that are not allowable under this district and are not increasing allowable residential density. The minimum waivers requested to door building frontage design criteria enable site programming that ultimately comply with the goals set out in the Village Master Plan. The requested waivers for signage comply with the build-to-zone requirements in the C-MU district and goals set out in the Village's appearance plan.

- F. Any unusual circumstances regarding the property or immediate area, including the location of power lines, specimen trees, or shade trees;

**W.1.** There are unusual circumstances for the Building A frontage and build-to zones considering the placement of the SUA force main. Since SUA requires buildings to be set back a minimum 15' from the SUA force main, Building A is pushed as far north as it can be leaves it in a fixed location. Additionally, the property lines along the US 1 Yacht Club Drive frontage is curved which makes it prohibitive for Building A and C to be within the 0'-5' BTZ. This creates the extension of the maximum build-to-zone for which the waiver is being requested.

**W.2.** The unusual circumstance that exists for the subject development in regard to the request to allow the building identity sign on a non-street frontage is the existence of the potential side street located south of the subject property on the C-MU regulating plan. Locating the second building identity sign on the South End of Building C allows proper visibility from the future potential construction of that side street. The granting of this waiver would also not deviate from the total amount of building identity signs that would otherwise be allowed by code as 2 signs are permitted in each situation.

**W.3.** The unusual circumstance that exists for the subject development in regard to the request to remove the 25' minimum setback for wall signage is the creation of the new C-MU district. The C-MU district was created in accordance with goals from the 2016 Village Master Plan in order to activate the public realm for US Highway-1 by creating a regulating plan with build-to-zones to bring building towards the public street frontages and line the sidewalks with active uses. The existing sign regulations in Sec. 6-115.C.2. do not account for the build-to-zones with the 25' minimum setback requirement. The waiver in question is requested to better comply with the C-MU district and its build-to-zone setbacks.

**W.4.** The unusual circumstances that exist for the site in regard to the waiver to allow the landscape area in the US-1 sidewalk easement, are the lack of landscaping along the eastern US-1 frontage of the site. Existing conditions today show a 5' sidewalk and a 5' grass strip separating the sidewalk and the US-1 Travel

lanes. With the requirement of the build-to-lines and the orientation of the building frontage to face US-1, this leaves little landscape available to soften and screen the impact of the travel lanes and the developed buildings. The inclusion of the landscape in the sidewalk easement as well as the widened sidewalk allow the intent of a stronger pedestrian throughfare for the sidewalk to be met.

G. The effect of approving or denying the waiver on the development project and on the surrounding area;

**W.1.** The approval of the requested waivers to building frontage design criteria will not have a negative effect on the subject development and surrounding areas as the various door recesses, street frontages, and building façade elements will still be beneficial despite the minor deviations. The techniques described in the Village Appearance Plan will be exemplified through the adherence to form-based code building forms for storefronts. The minor waivers requested will be due to the nature of the orientation of the buildings and the site however, the elements of the storefront frontage will remain.

**W.2.-W.3.** The approval of the requested waivers to the signage will have no negative impact on the surrounding area. The approval of the requested waiver to allow signage on non-street frontage will actually positively encourage potential future pedestrian activity with the proposed side street if constructed, and the approval for the requested waiver to remove the minimum signage setback requirement for visibility will invite and encourage pedestrians to interact with and activate the sidewalk and courtyards for retail & live/work tenants.

**W.4.** The approval of the requested waiver for the landscape in the US-1 sidewalk easement does not have a negative impact on the surrounding area. The proposed landscaping will improve the appearance of the US-1 sidewalk with proper greenery to soften the building edge.

H. Consistency with the comprehensive plan;

**W.1 & W.4.** The requested waiver to allow the deviations from the storefront building frontage, and the requested waiver to allow landscape in the sidewalk easement, will be consistent with Objective 1.B in the comprehensive plan as the redevelopment of the aging US-1 corridor will be supported by predictable building types and infill development that follows contemporary and pedestrian-friendly building forms despite minor deviations due to site orientation.

**W.3.-W.4.** The requested waivers to signage are consistent with the Comprehensive Plan and Policy 1.A.1.e. as the proposed signage will be consistent with the intent of the Village to regulate signage. As mentioned in the Village Appearance Plan, the proposed signage will be consistent with the size, color, lettering, location, and arrangement of the building design, and will be scaled

properly as there are no size deviations from the building wall sign regulations depicted in Sec. 6-115.C.2.

## **CONCLUSION**

On behalf of the applicant and property owners, UDS respectfully requests favorable review and consideration of this application for the approval of the Site Plan & Waiver application for 200 Yacht Club Drive.

The project managers at Urban Design Studio are Michelle Cuetara who can be reached at (561) 366-1100 or via email at [mcuetara@udsflorida.com](mailto:mcuetara@udsflorida.com) & Lentzy Jean-Louis who can be reached via email at [ljean-louis@udsflorida.com](mailto:ljean-louis@udsflorida.com) . Please contact the agent with any questions or for additional information in support of the requested application.

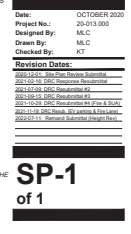






Figure 10: Standard ADA Accessible Parking Space. The diagram illustrates the required dimensions and signage for an accessible parking space. Key features include:

- Dimensions:**
  - 9' TYPICAL (Width of the parking space)
  - 12' MINIMUM (Width of the access aisle)
  - 6' MINIMUM (Width of the parking space)
  - 12' MINIMUM (Width of the access aisle)
- Signage:**
  - Accessible Parking Sign (8' x 24' minimum) (Type 1)
  - Accessible Parking (Forward Facing) Sign (2' x 8' minimum) (Type 2)
- Stripes:**
  - 4" White Stripes (Type 1)
  - 4" White Stripes (Type 2)
  - 4" Blue Stripes (Type 3) (14.6 x 6' P.C.)
- Callout:** A detail of the stall painting showing a 2' wide white stripe and a 2' wide blue stripe.

Diagram illustrating a storage area enclosure. The enclosure is a rectangular structure with a gate. The gate is labeled "14' MIN." and "14' MIN. CLEARANCE". The enclosure is labeled "ENCLOSURE LANDSCAPED WITH 36" HT. HEDGE, PLANTED @ 7' O.C.". The gate is labeled "CONTAINERS SHALL BE SCREENED FROM VIEW BY A 6' HT. SOLID OPAQUE ENCLOSURE." and "OPAQUE GATE WITH MIN. 14' OF CLEARANCE WHEN GATE IS OPEN". The storage area is labeled "STORAGE AREA 40' MAX. 10' HIGH, TWO OR MORE STORAGE CONTAINERS". The gate is labeled "14' MIN." and "14' MIN. CLEARANCE". The enclosure is labeled "ENCLOSURE LANDSCAPED WITH 36" HT. HEDGE, PLANTED @ 7' O.C.". The gate is labeled "CONTAINERS SHALL BE SCREENED FROM VIEW BY A 6' HT. SOLID OPAQUE ENCLOSURE." and "OPAQUE GATE WITH MIN. 14' OF CLEARANCE WHEN GATE IS OPEN".

[illegible]

SCALE: 1" = 10'

SUBJECT SITE  
(200 YACHT CLUB)

20' SERVICE ROAD  
(ALLEY)

EXISTING  
OVERLAP  
EASEMENT  
(to be  
retained and  
reconstructed  
unimpaired)

EX. IF  
EMT  
PROG.  
7.0'  
EMT

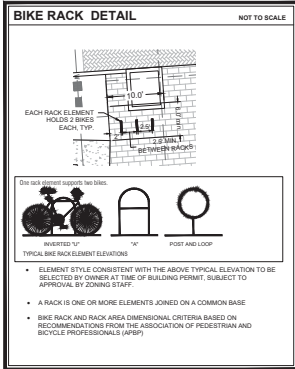
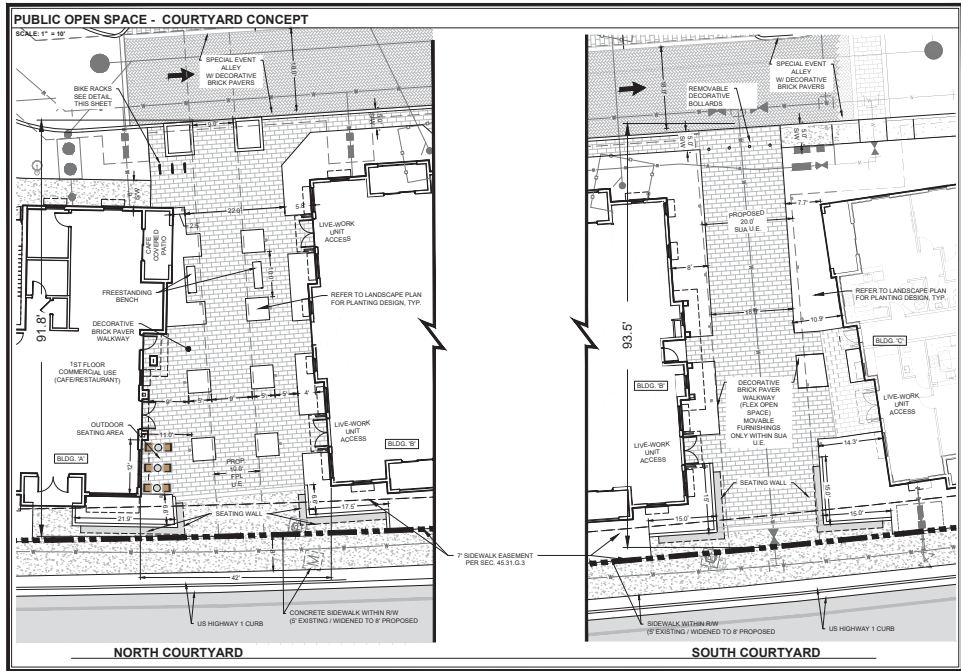
5.0' LANDSCAPE  
BUFFER

TREES WITHIN BUFFER ADJACENT TO UTILITY  
LINES TO COMPLY WITH TPL TREE GUIDELINES.

PROPOSED 4' x 6'  
HIGH RETAINING WALL, STAINED BLOCK  
WALL, OR APPROVED EQUIV. (BY OTHERS)

[illegible][illegible][illegible]





**urban design studio**

Urban Planning & Design  
Landscape Architecture  
Communication Graphics

610 Clematis Street, Suite C100  
West Palm Beach, FL 33401  
561.366.1100 FAX 561.366.1111  
www.urbandesignstudio.com  
#UCD000005

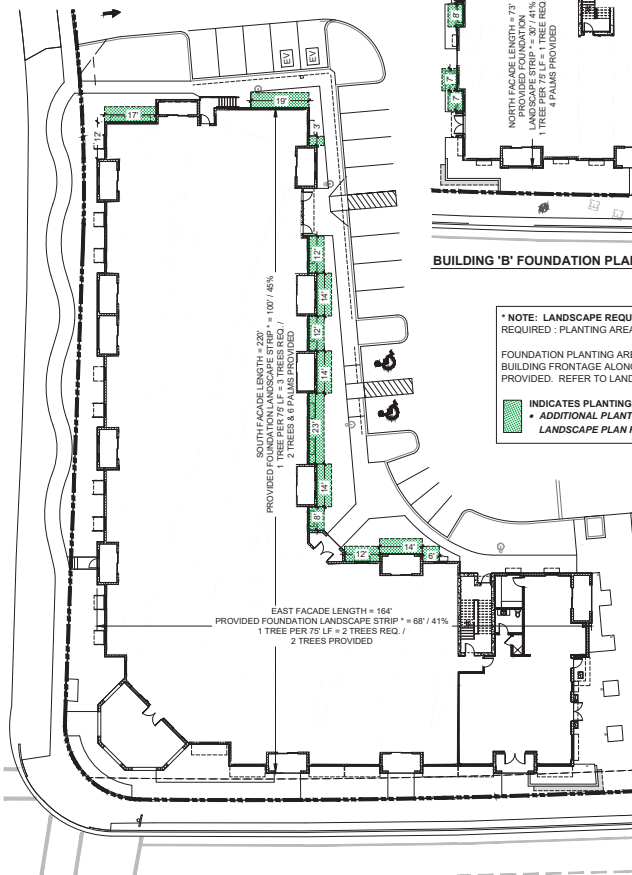
**200 YACHT CLUB DRIVE**  
**MIXED-USE RESIDENTIAL**  
**North Palm Beach, Florida**  
**REGULATING PLAN - COURTYARD DETAILS**

Date: October, 2020  
Project No.: 20-013.000  
Designed By: M.C.  
Drawn By: M.C.  
Checked By:

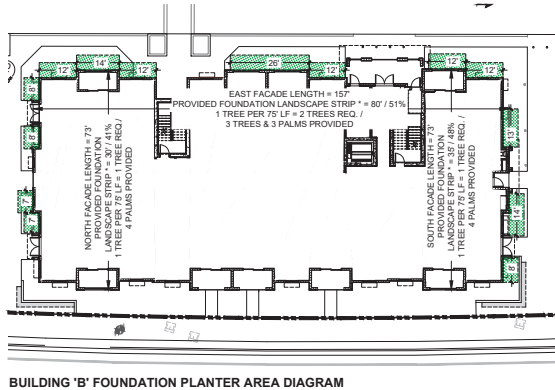
**Revision Table:**

Rev.	Description	By	Date
01	Issue for Review	M.C.	10/1/20
02	Revised per comments	M.C.	10/1/20
03	Final for Permit	M.C.	10/1/20

**RP-3**  
of 5



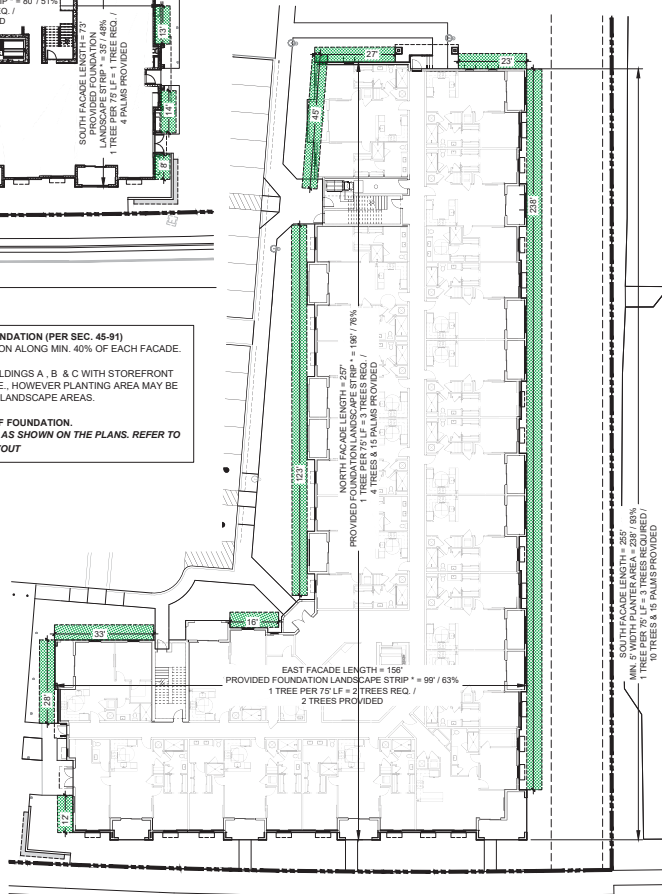
**BUILDING 'A' FOUNDATION PLANTER AREA DIAGRAM**



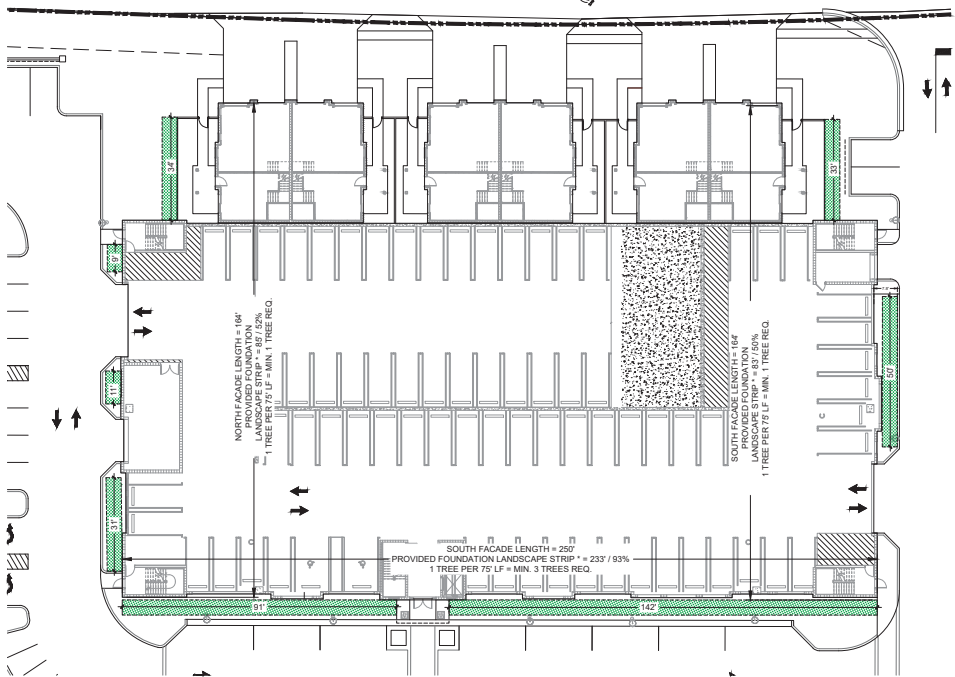
**BUILDING 'B' FOUNDATION PLANTER AREA DIAGRAM**

\* NOTE: LANDSCAPE REQUIREMENTS FOR BASE OF FOUNDATION (PER SEC. 45-91)  
 REQUIRED: PLANTING AREA WITHIN 5' OF THE FOUNDATION ALONG MIN. 40% OF EACH FACADE.  
 FOUNDATION PLANTING AREA IS NOT REQUIRED FOR BUILDINGS A, B & C WITH STOREFRONT BUILDING FRONTAGE ALONG US1 AND YACHT CLUB DRIVE, HOWEVER PLANTING AREA MAY BE PROVIDED. REFER TO LANDSCAPE PLAN FOR PROVIDED LANDSCAPE AREAS.

INDICATES PLANTING AREA PROVIDED WITHIN 5' OF FOUNDATION.  
 \* ADDITIONAL PLANTING AREA MAY BE PROVIDED AS SHOWN ON THE PLANS. REFER TO LANDSCAPE PLAN FOR DETAILED PLANTING LAYOUT



**BUILDING 'C' FOUNDATION PLANTER AREA DIAGRAM**



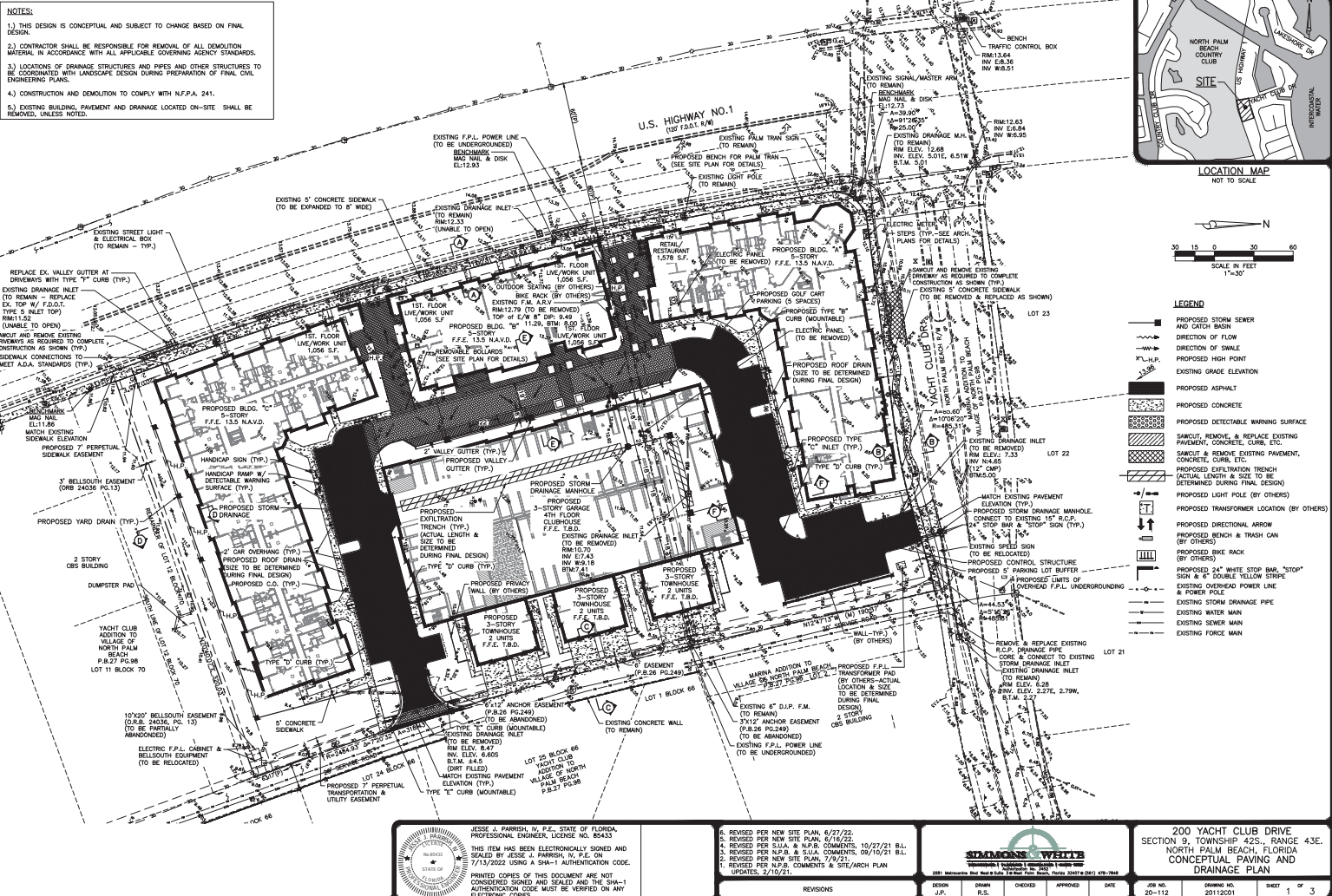
PARKING GARAGE & TOWNHOUSE FOUNDATION PLANTER AREA DIAGRAM

• NOTE: LANDSCAPE REQUIREMENTS FOR BASE OF FOUNDATION (PER SEC. 45-91)  
 REQUIRED: PLANTING AREA WITHIN 5' OF THE FOUNDATION ALONG MIN. 40% OF EACH FACADE.

FOUNDATION PLANTING AREA IS NOT REQUIRED FOR BUILDINGS A, B & C WITH STOREFRONT BUILDING FRONTAGE ALONG US1 AND YACHT CLUB DRIVE, HOWEVER PLANTING AREA MAY BE PROVIDED. REFER TO LANDSCAPE PLAN FOR PROVIDED LANDSCAPE AREAS.

INDICATES PLANTING AREA PROVIDED WITHIN 5' OF FOUNDATION.  
 • ADDITIONAL PLANTING AREA MAY BE PROVIDED AS SHOWN ON THE PLANS. REFER TO LANDSCAPE PLAN FOR DETAILED PLANTING LAYOUT

- NOTES:**
- 1.) THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.
  - 2.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEMOLITION MATERIAL IN ACCORDANCE WITH ALL APPLICABLE GOVERNING AGENCY STANDARDS.
  - 3.) LOCATIONS OF DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.
  - 4.) CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.
  - 5.) EXISTING BUILDING, PAVEMENT AND DRAINAGE LOCATED ON-SITE SHALL BE

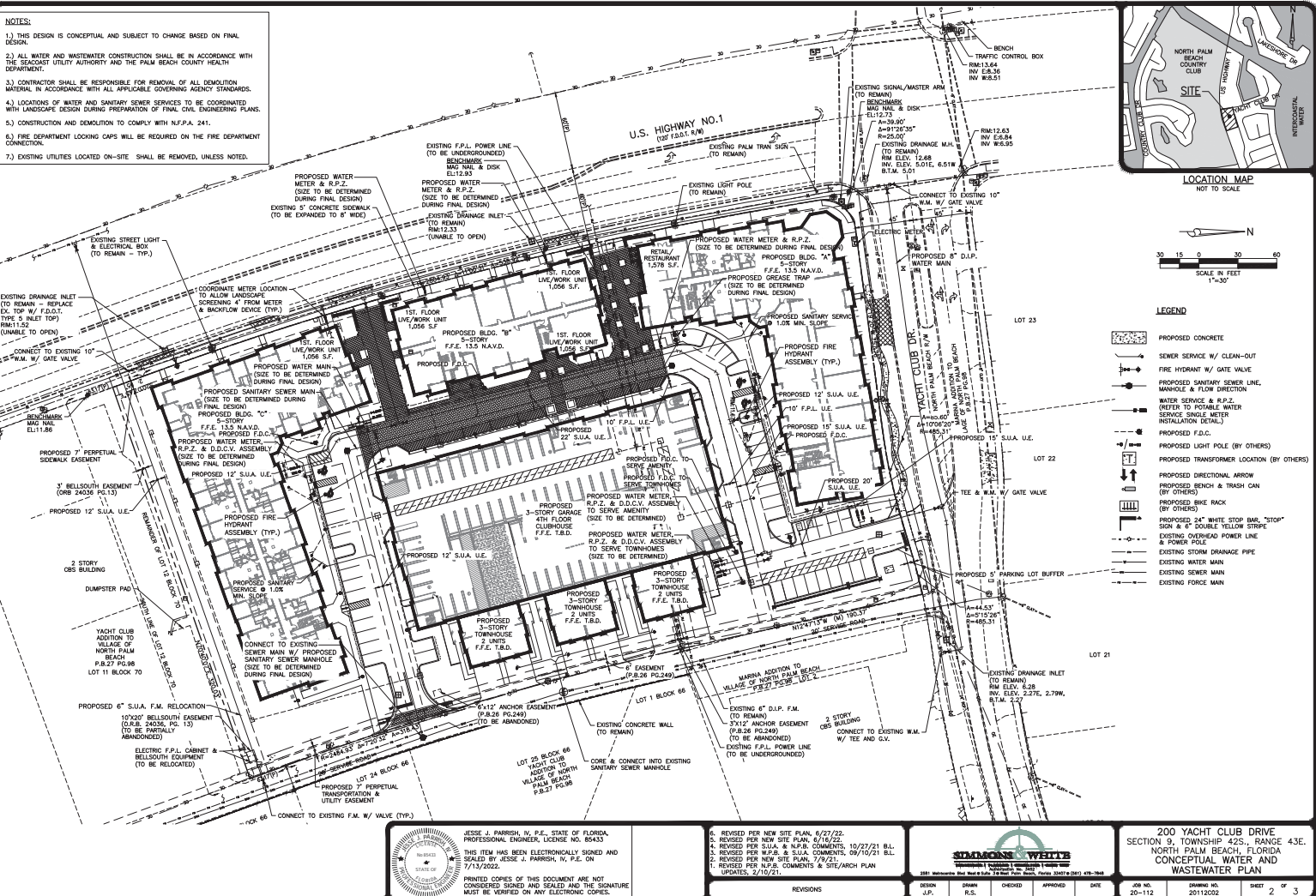


1. REVISOR PER NEW SITE PLAN, 6/27/22.	200 YACHT CLUB DRIVE
2. REVISOR PER NEW SITE PLAN, 6/16/22.	SECTION 9, TOWNSHIP 42S., RANGE 43E.
3. REVISOR PER S.U.A. & N.P.R. COMMENTS, 10/27/21 B.L.	NORTH PALM BEACH, FLORIDA
4. REVISOR PER S.U.A. & N.P.R. COMMENTS, 09/10/21 B.L.	CENTRAL PAVING AND
5. REVISOR PER S.U.A. & N.P.R. COMMENTS, 09/10/21 B.L.	DRAINAGE PLAN
6. REVISOR PER S.U.A. & N.P.R. COMMENTS & SITE/ARCH PLAN UPDATES, 2/10/21.	



# NOTES:

1. THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.
2. ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SEACOST UTILITY AUTHORITY AND THE PALM BEACH COUNTY HEALTH DEPARTMENT.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEMOLITION MATERIAL IN ACCORDANCE WITH ALL APPLICABLE GOVERNING AGENCY STANDARDS.
4. LOCATIONS OF WATER AND SANITARY SEWER SERVICES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.
5. CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.
6. FIRE DEPARTMENT LOOKING CAPS WILL BE REQUIRED ON THE FIRE DEPARTMENT CONNECTION.
7. EXISTING UTILITIES LOCATED ON-SITE SHALL BE REMOVED, UNLESS NOTED.



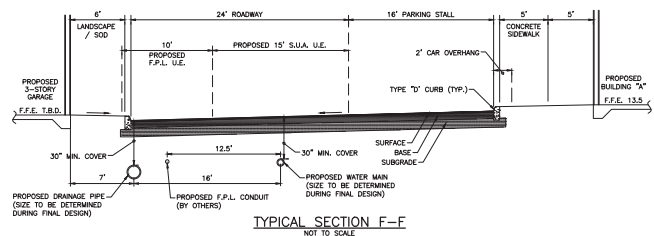
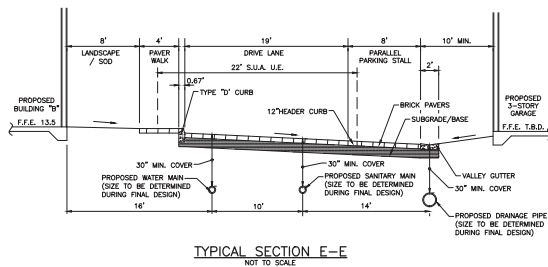
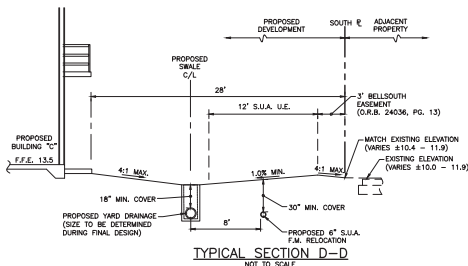
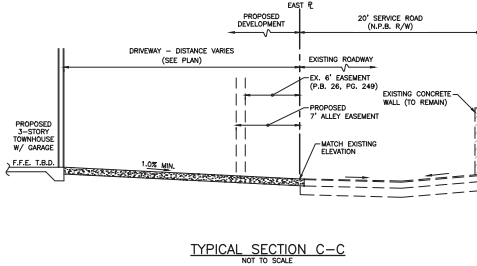
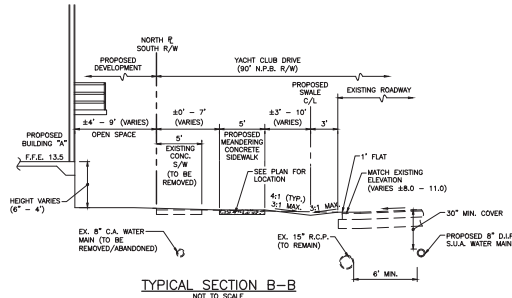
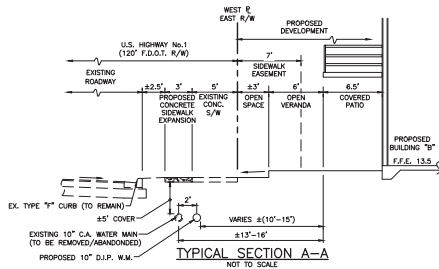
JESSE J. PARRISH, N. P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 85433  
 THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JESSE J. PARRISH, N. P.E. ON 7/13/2022.  
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

1. REVISED PER NEW SITE PLAN, 6/27/22.
2. REVISED PER NEW SITE PLAN, 6/16/22.
3. REVISED PER S.U.A. & N.F.P.A. COMMENTS, 10/27/21 B.L.
4. REVISED PER N.F.P.A. & S.U.A. COMMENTS, 09/10/21 B.L.
5. REVISED PER NEW SITE PLAN, 7/16/21.
6. REVISED PER N.F.P.A. COMMENTS & SITE/ARCH PLAN UPDATES, 2/10/21.

DESIGN	DRAWN	CHECKED	APPROVED	DATE
J.P.	R.S.			

200 YACHT CLUB DRIVE  
 SECTION 9, TOWNSHIP 42S, RANGE 43E,  
 NORTH PALM BEACH, FLORIDA  
 CONCEPTUAL WATER AND  
 WASTEWATER PLAN

DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET	OF
J.P.	R.S.				20-112	20112002	2	3



JESSE J. PARRISH, IV, P.E., STATE OF FLORIDA,  
PROFESSIONAL ENGINEER, LICENSE NO. 85433  
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SEALED BY JESSE J. PARRISH, IV, P.E. ON  
7/13/2022.  
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1. REVISED PER NEW SITE PLAN, 6/27/22.
2. REVISED SECTIONS PER S.U.A., 10/27/21 B.L.
3. REVISED PER N.P.B. & S.U.A. COMMENTS, 09/10/21 B.L.
4. REVISED PER NEW SITE PLAN, 7/9/21.

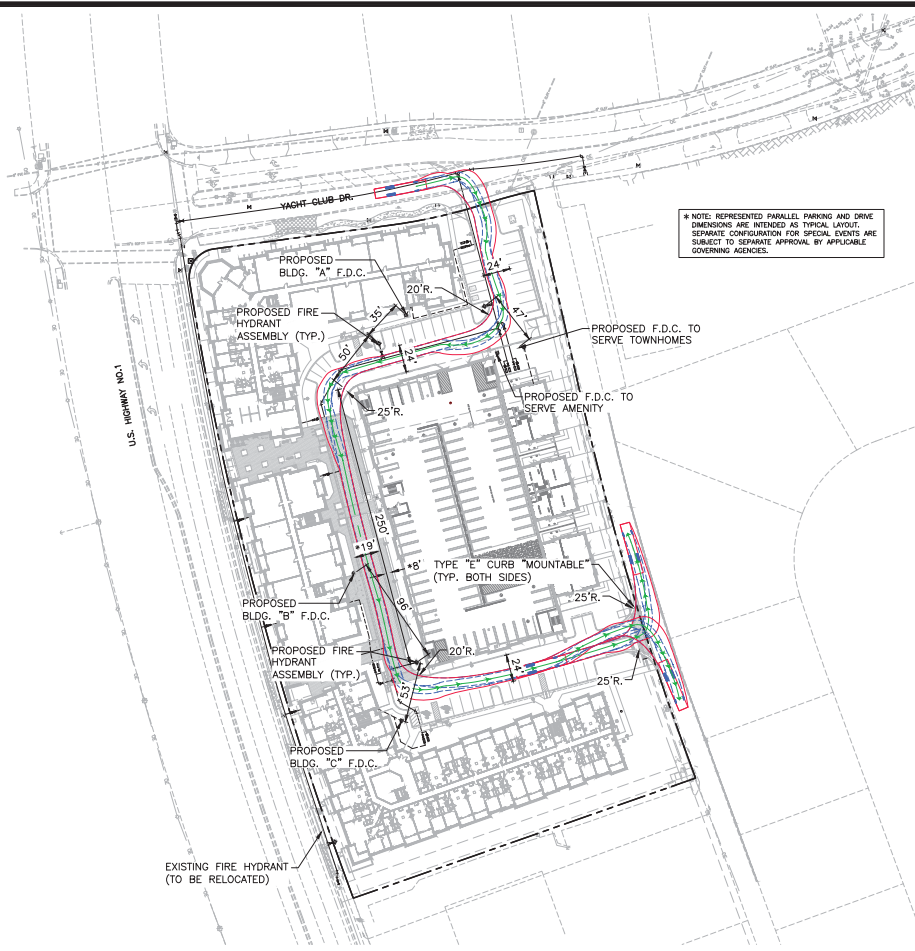
REVISIONS



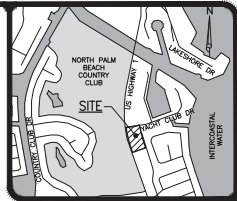
200 YACHT CLUB DRIVE  
SECTION 9, TOWNSHIP 42S., RANGE 43E.  
NORTH PALM BEACH, FLORIDA  
CONCEPTUAL PAVING, DRAINAGE,  
WATER AND WASTEWATER SECTIONS

DESIGN J.P. DRAW R.S. CHECKED APPROVED DATE

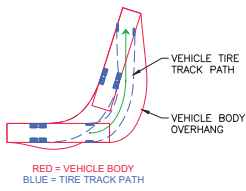
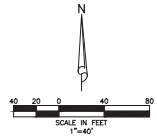
JOB NO. 20-112 DRAWING NO. 20112033 SHEET 3 OF 3



\* NOTE: REPRESENTED PARALLEL PARKING AND DRIVE DIMENSIONS ARE INTENDED AS TYPICAL LAYOUT. SEPARATE CONFIGURATION FOR SPECIAL EVENTS ARE SUBJECT TO SEPARATE APPROVAL BY APPLICABLE GOVERNING AGENCIES.



LOCATION MAP  
NOT TO SCALE



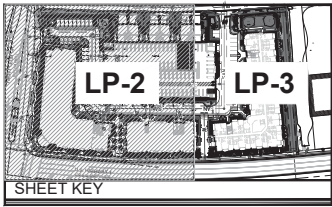
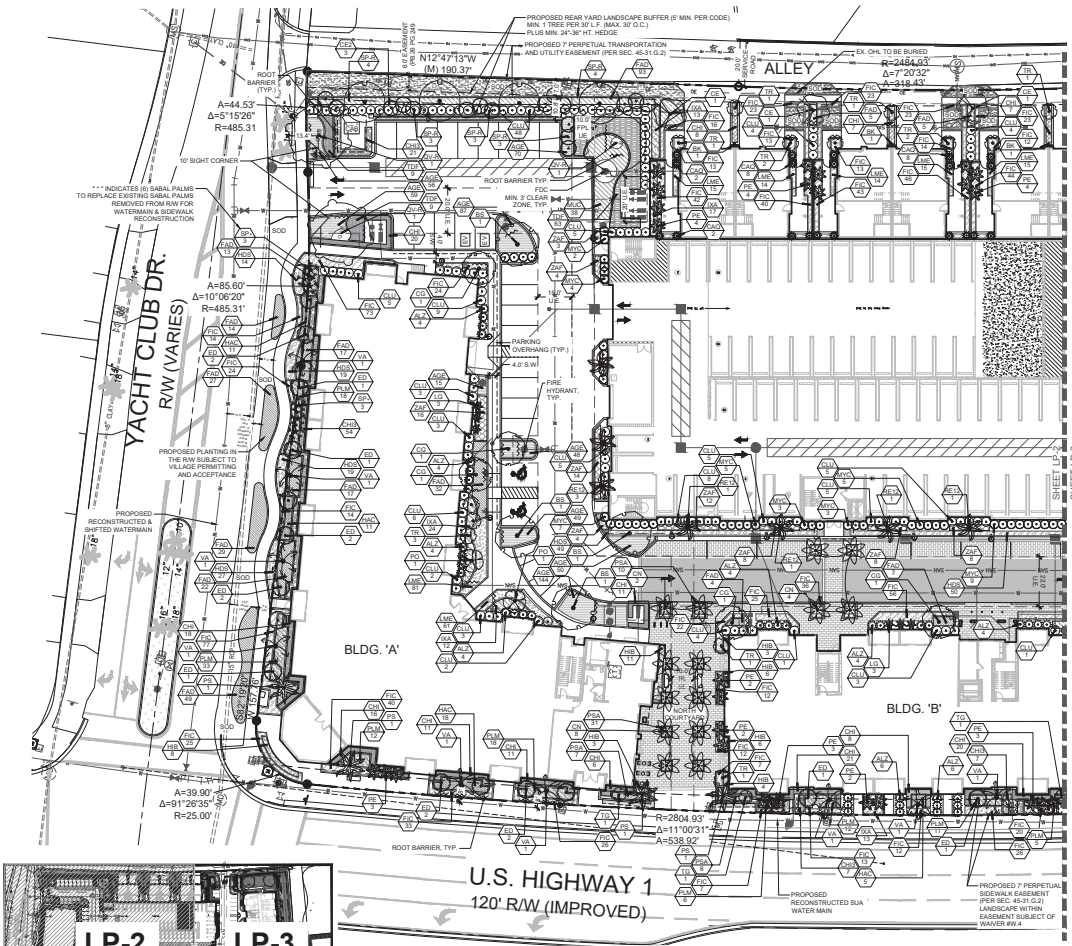
11/18/2021

					<div></div> <div>200 YACHT CLUB DRIVE SECTION 9, TOWNSHIP 42S., RANGE 43E. NORTH PALM BEACH, FLORIDA FIRE TRUCK AUTOTURN ANALYSIS</div>								
REVISIONS					DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET	OF
					J.P.	D.B.				20-112	201124701	1	1

C:\palm\_beach\2020\201124701\Fire Truck Autoturn Analysis.dwg 2011-11-18 10:00:00 AM J.P. 11/18/2021







LEGEND	
EX =	EXISTING
T.S.A. =	TO BE ABANDONED OR RELEASED
U.E. =	UTILITY EASEMENT
CAB =	FPL CABINET
---	ROOT BARRIER
[Symbol]	REFUSE (DUMPSTER) ENCLOSURE
[Symbol]	MIN. 6" TYP. SCREEN WALL, W/ OPaque GATE AT OPENING - (SEE SHEET RP-2)
[Symbol]	EXISTING CONCRETE POWER OR LIGHT POLE
[Symbol]	PROPOSED SITE LIGHTING - SEE PHOTOMETRIC PLAN
[Symbol]	PRELIMINARY BENCH / PUBLIC SEATING LOCATION

PLANT LEGEND		
TREES	CODE	BOTANICAL / COMMON NAME
[Symbol]	01	Palmetto - <i>Sabal palmetto</i>
[Symbol]	02	Coconut - <i>Coccothrinax</i>
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610 Charlotte Street, Suite C102  
West Palm Beach, FL 33401  
561.966.1100 FAX 561.966.1111  
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**200 YACHT CLUB DRIVE**

Mixed-Use Residential

North Palm Beach, Florida

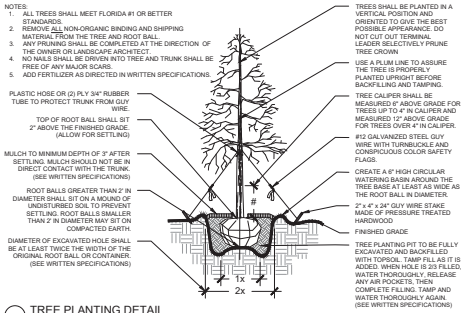
Landscape Plan

**LP-2**

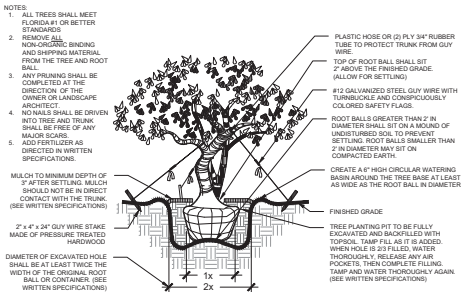
of 6



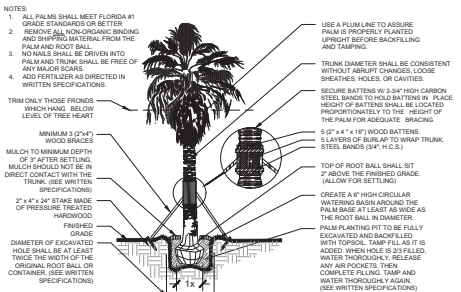




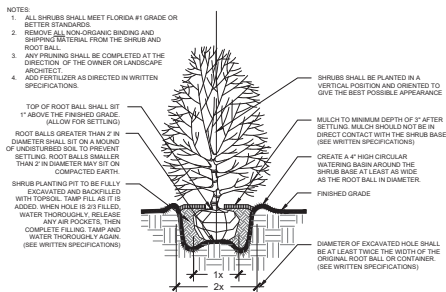
**TREE PLANTING DETAIL**  
NOT TO SCALE



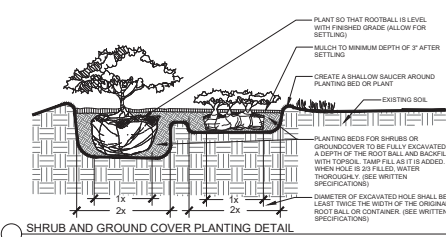
**IRREGULAR & MULTI-STEM TREE PLANTING DETAIL**  
NOT TO SCALE



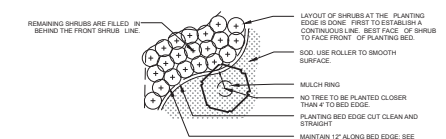
**PALM PLANTING DETAIL**  
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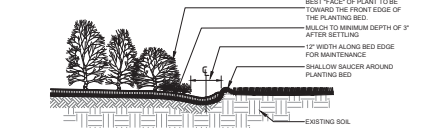
**LARGE SHRUB PLANTING DETAIL**  
NOT TO SCALE



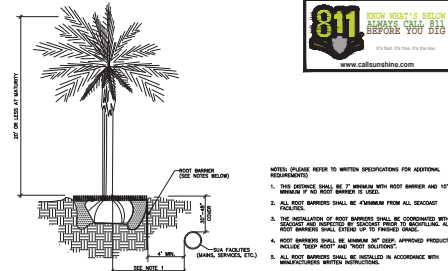
**SHRUB AND GROUND COVER PLANTING DETAIL**  
NOT TO SCALE



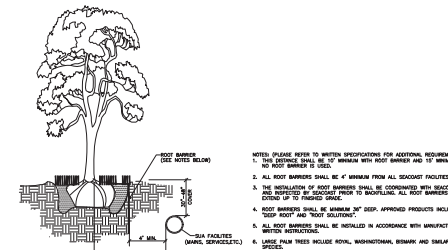
**SHRUB & GROUND COVER LAYOUT DETAIL**  
NOT TO SCALE



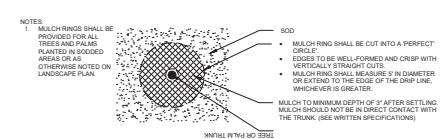
**PLANTING BED EDGE DETAIL**  
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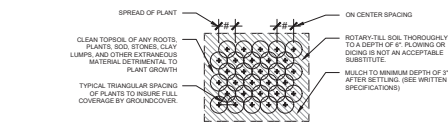
**Typical Shrub, Small Tree or Palm Tree with Root Barrier**  
AUGUST 28, 2022 (REV C-8)



**Typical Canopy Tree, Large or Exotic Palm Tree with Root Barrier**  
AUGUST 28, 2022 (REV C-8)



**MULCH RING IN SOD DETAIL**  
NOT TO SCALE



**GROUND COVERS & ROOTED CUTTING PLANTING DETAIL**  
NOT TO SCALE



**NOTES: PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.**

1. THE DISTANCE SHALL BE 7' MINIMUM WITH ROOT BARRIER AND 12' MINIMUM IF NO ROOT BARRIER IS USED.
2. ALL ROOT BARRIERS SHALL BE 4" MINIMUM FROM ALL SEASON FACILITIES.
3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COMPLETED WITH MINIMUM AND MAXIMUM DEPTHS PRIOR TO SETTLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
4. ROOT BARRIERS SHALL BE MINIMUM 30" DEPT. APPROVED PRODUCTS INCLUDE "TROP" AND "TROP" HOLLOW".
5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.

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**200 YACHT CLUB DRIVE**  
Mixed-Use Residential  
North Palm Beach, Florida  
Landscape Specifications

Date: December 1, 2020  
Project No.: 20-013.000  
Designed By: TRM  
Drawn By: TRM  
Checked By: MC / RD

**Revision Table:**

Rev.	Description
1	Initial Design
2	Revised Design
3	Final Design
4	Final Design
5	Final Design
6	Final Design
7	Final Design
8	Final Design
9	Final Design
10	Final Design

**LP-4**  
of 6

Tree Protection Plan

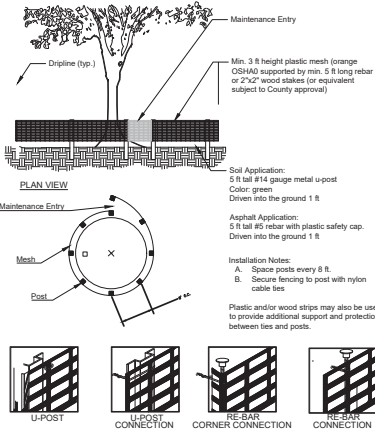
Prior to clearing any of the property for development, the contractor will do the following items:

Clearly identify and tag all trees using either plastic ribbon tied around the tree trunk or a tag that is attached to the tree trunk. The numbers shown on each tag shall correspond to the number identified on the Tree Disposition Tabular and/or the Tree Survey.

Prior to site clearing and tree removal, trees to be preserved, mitigate, relocated on-site, relocated off-site, or removed shall be identified using different color plastic ribbon or tag.

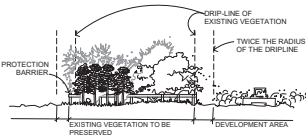
Place barricades to protect the root zones of the native vegetation to be preserved. All barricades are to remain in place until all construction activities are complete.

Trees to be preserved shall be barricaded with a minimum 3-foot high plastic mesh (orange OSHA) supported by 5-foot long rebar or 2"x2" wood stakes or equivalent as approved in conjunction with the Final Site Plan or Final Subdivision Plan.



TREE PROTECTION BARRIER DETAIL

No heavy equipment or machinery is to be used, nor any construction activities, or grade changes occur within twice the radius of the dieline of native trees which are to be preserved in place.



Protective barriers shall remain in place until they are authorized to be removed by Palm Beach County or receipt of a CO.

There shall be limited development within tree preservation areas:

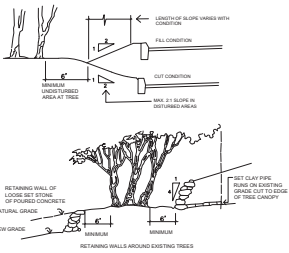
- maintained in its natural state
- provide permeable landscape natural. i.e., grass, mulch
- conform to governing landscape code.

There will be no attachment of signs, etc. to vegetation unless of a non-damaging character.

Prohibited species are to be removed by hand ONLY in preservation areas, and any herbicide applications used should follow label instructions.

No grade changes shall be made within tree preservation areas, which require trenching or cutting of roots unless conditioned. Utility lines shall be installed to protect root systems as much as possible.

No removal of soil or fill in tree preservation areas shall occur.



No clearing shall commence until all protection devices are installed, inspected and approved by the Zoning Division and Environmental Resource Management Department.

TREE RELOCATION PROGRAM

Plant Species Requirements

Live Oaks - Best time to move is in their dormant season. Worst time to move is in the spring because of their flush of new growth and lack of precipitation. They should be root pruned at least two weeks in advance of the move and need to be watered in heavily the first two weeks after transplanting.

Root Pruning and Transplanting

When it is determined that a tree or palm needs to be transplanted, it is beneficial and sometimes required that the plant be root pruned. Root pruning is done to reduce the size of an existing root ball in preparation for transplanting. The root ball is reduced to create a new root system large enough to sustain life in the tree/palm while making its move more effective for transportation. The time it takes for the root system to develop before transplanting will vary from tree to tree, depending on soil moisture content. An estimated wait time follows in the schedule listed below.

- Clear the area around the tree that has been selected.
- Determine the size of the root ball that is being prepared.

Tree Caliper	Root Ball
2-4"	36-42"
4-6"	42-48"
6-8"	48-60"
8-10"	72-84"
12-14"	84-96"
14-16"	96-108"
16-18"	108-120"
18-20"	120-132"
20-24"	132-144"
24-28"	144-156"
28-32"	156-168"
32-36"	168-180"

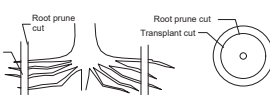
Sabal Palms	4' Root Ball
Coccoloba Palms	4-6' Root Ball
Queen Palms	4' Root Ball
Canary Island Date Palms	5-6' Root Ball
Redclaw Palms	6-8' Root Ball
Pandanus Palms	6-8' Root Ball
Sago Palms	3-4' Root Ball
Royal Palms	5-6' Root Ball

- Palms may be cut on three sizes leaving the open side toward the strongest northeast winds.
- Broadleaf trees should be cut on two sides initially opposite each other.



Transplant cut

- Once the ball size has been determined, mark the spot around the ball and prepare for a 1" trench around the tree. Use sharp spades for root pruning and do not cut under the root ball. Leave old cut roots on top of root ball.



- Fill trench with existing soil with 1/3 peat humus mixed in. Leave a depression to hold water.
- Irrigate with a mist head at root ball to help promote feeder roots and maintain watering.
- Wait time after root pruning until transplanting per individual specifications, for differing types of plant material.
- Fertilize top of ball with milorganite after root pruning.
- Some bracing may be required after root pruning.
- A full top will encourage feeder root growth. Previous to transplanting, remove enough top growth to balance the smaller root system. Thin out and trim back unwanted foliage and branches.
- Cut trench for transplanting outside of root pruned trench to allow for feeder roots.
- Lift tree from one side to break suction and peel off root ball. If it doesn't break then dig under to sever roots.

Specifications:

- Contractor shall be responsible for locating any and all underground utilities or obstructions prior to commencing work. In case of conflict with proposed work, notify landscape architect prior to commencement of work.
- Contractor shall provide adequate irrigation to assure the healthy establishment of relocated trees.
- Pruning of limbs shall occur only as necessary to facilitate relocation and shall maintain the natural shape and character of tree.
- Finish grade for top of tree plug shall meet the proposed finish grade after relocation.
- All plant materials shall be relocated to freshly dug holes with similar size and type of tree moving equipment. The holes should be filled 1/3 with water, place tree, back fill and water in thoroughly, being sure to avoid air pockets. Provide 4'-6" dish around newly dug plant material to retain water. Water thoroughly after planting as specified.
- All trees exhibiting shallow root systems shall be staked as required.
- Prune, thin out and shape relocated trees, shrubs and understorey in accordance with desired effect of the landscape architect and to retain natural character. Remove all vines and exotic vegetation. Maintain relocated plant materials for a period of not less than 90 days. Maintain by watering, removing of exotic vegetation or weeds, providing insecticide applications and mulching.
- The contractor shall protect trees during relocation procedures from scrapes, scars and undue breakage. Understorey plant material moved with primary species shall be protected against damage.
- Landscape contractor shall provide a one (1) year warranty on all relocated material.

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200 YACHT CLUB DRIVE  
Mixed-Use Residential  
North Palm Beach, Florida  
Tree Protection and Relocation Details

Date: December 1, 2020  
Project No.: 20-013.000  
Designed By: TRM  
Drawn By: TRM  
Checked By: MC / RD

Revisions:  
1. 12/1/2020 - 20-013.000-001  
2. 12/1/2020 - 20-013.000-002  
3. 12/1/2020 - 20-013.000-003  
4. 12/1/2020 - 20-013.000-004  
5. 12/1/2020 - 20-013.000-005  
6. 12/1/2020 - 20-013.000-006  
7. 12/1/2020 - 20-013.000-007  
8. 12/1/2020 - 20-013.000-008  
9. 12/1/2020 - 20-013.000-009  
10. 12/1/2020 - 20-013.000-010

LP-5  
of 6



LINE #	SPEED	TIME ON CYCLE (HOURS)	COMPOSITION # (NOTES)	PROPOSED DISPOSITION	NOTES
1	SABAL PALM			RELOCATE	RELOCATE ONSITE
2	SABAL PALM			PRESERVE	PROTECT IN PLACE
3	SABAL PALM			PRESERVE	PROTECT IN PLACE
4	SABAL PALM			PRESERVE	PROTECT IN PLACE
5	SABAL PALM			RELOCATE	RELOCATE ONSITE
6	SABAL PALM			RELOCATE	RELOCATE ONSITE
7	SABAL PALM			RELOCATE	RELOCATE ONSITE
8	SABAL PALM			RELOCATE	RELOCATE ONSITE
9	SABAL PALM			RELOCATE	RELOCATE ONSITE
10	SABAL PALM			RELOCATE	RELOCATE ONSITE
11	SABAL PALM			RELOCATE	RELOCATE ONSITE
12	SABAL PALM			RELOCATE	RELOCATE ONSITE
13	SABAL PALM			RELOCATE	RELOCATE ONSITE
14	SABAL PALM			RELOCATE	RELOCATE ONSITE
15	LIVE OAK	30	40	REMOVE	POOR CONDICTION
16	GUANO LIMBO			REMOVE	POOR CONDICTION
17	SABAL PALM			RELOCATE	RELOCATE ONSITE
18	SABAL PALM			RELOCATE	RELOCATE ONSITE
19	LIVE OAK	11.5	50	REMOVE	POOR CONDICTION
20	LIVE OAK	14	20	RELOCATE	RELOCATE ON SITE
21	SABAL PALM			RELOCATE	RELOCATE ON SITE
22	LIVE OAK	17	70	RELOCATE	RELOCATE ON SITE
23	SABAL PALM			RELOCATE	RELOCATE ON SITE
24	SABAL PALM			RELOCATE	RELOCATE ONSITE
25	SABAL PALM			RELOCATE	RELOCATE ONSITE
26	SABAL PALM			RELOCATE	RELOCATE ONSITE
27	LIVE OAK	19.5	60	RELOCATE	RELOCATE ON SITE
28	SABAL PALM			RELOCATE	RELOCATE ON SITE
29	LIVE OAK	13.3	50	REMOVE	POOR CONDICTION
30	SABAL PALM			RELOCATE	POOR CONDICTION
31	LIVE OAK	11.5	20	REMOVE	POOR CONDICTION
32	LIVE OAK	12.8	40	REMOVE	POOR CONDICTION
33	SABAL PALM			RELOCATE	RELOCATE ONSITE
34	SABAL PALM			RELOCATE ONSITE	
35	SABAL PALM			RELOCATE	RELOCATE ONSITE
36	SABAL PALM			RELOCATE	RELOCATE ONSITE
37	LIVE OAK	16.5	20	REMOVE	POOR CONDICTION
38	BLACK OUIVE	17	N/A	REMOVE	POOR CONDICTION
39	BLACK OUIVE	17	N/A	REMOVE	POOR CONDICTION
40	SABAL PALM			RELOCATE	RELOCATE ONSITE
41	SABAL PALM			RELOCATE	RELOCATE ONSITE
42	SHITLERIA AMERICOLA	N/A	N/A	REMOVE	INVASIVE
43	SABAL PALM			RELOCATE	RELOCATE ONSITE
44	SABAL PALM			RELOCATE	RELOCATE ONSITE
45	LIVE OAK	14	50	REMOVE	POOR CONDICTION
46	SABAL PALM			RELOCATE	RELOCATE ONSITE
47	SABAL PALM			RELOCATE	RELOCATE ONSITE
48	SABAL PALM			RELOCATE	RELOCATE ONSITE
49	SABAL PALM			RELOCATE	RELOCATE ONSITE
50	SABAL PALM			RELOCATE	RELOCATE ONSITE
51	SABAL PALM			RELOCATE	RELOCATE ONSITE
52	SABAL PALM			RELOCATE	RELOCATE ONSITE
53	SABAL PALM			REMOVE	
54	LIVE OAK	11.3	40	REMOVE	POOR CONDICTION
55	GUANO LIMBO	5	30	REMOVE	POOR CONDICTION
56	SABAL PALM			REMOVE	
57	SABAL PALM			REMOVE	
58	BLACK OUIVE	8	N/A	REMOVE	POOR CONDICTION
59	BLACK OUIVE	8	N/A	REMOVE	PROTECT IN PLACE
60	BLACK OUIVE	10.3	40	REMOVE	POOR CONDICTION
61	BLACK OUIVE	10	N/A	REMOVE	POOR CONDICTION
62	SABAL PALM			REMOVE	
63	BLACK OUIVE	16	N/A	REMOVE	POOR CONDICTION
64	SABAL PALM			REMOVE	
65	SABAL PALM			REMOVE	
66	BLACK OUIVE	12	N/A	REMOVE	POOR CONDICTION
67	BLACK OUIVE	12	N/A	REMOVE	POOR CONDICTION
68	BLACK OUIVE	10	N/A	REMOVE	POOR CONDICTION
69	BLACK OUIVE	12	N/A	REMOVE	POOR CONDICTION
70	BLACK OUIVE	8	N/A	REMOVE	POOR CONDICTION
71	POUL MONKEY / STRANGLER FIG	14	20	REMOVE	POOR CONDICTION
72	SABAL PALM			REMOVE	
73	BLACK OUIVE	10	N/A	REMOVE	POOR CONDICTION
74	SABAL PALM			REMOVE	
75	SABAL PALM			REMOVE	
76	SABAL PALM			REMOVE	
77	POUL MONKEY / STRANGLER FIG	7	20	REMOVE	POOR CONDICTION
78	SABAL PALM			REMOVE	
79	SABAL PALM			REMOVE	
80	SABAL PALM			REMOVE	
81	SABAL PALM			REMOVE	
82	SABAL PALM			REMOVE	
83	SABAL PALM			REMOVE	
84	SABAL PALM			REMOVE	
85	SABAL PALM			REMOVE	
86	SABAL PALM			REMOVE	
87	SABAL PALM	11	20	REMOVE	POOR CONDICTION
88	SABAL PALM			REMOVE	
89	SABAL PALM			REMOVE	
90	SAB				

EXISTING TREE DISPOSITION SUMMARY			
PROPOSED DISPOSITION		TREES	DBH (INCHES)
Preserved		0	NA
Non-native &/OR less than 60% condition rating to be removed		29	N/A
(no mitigation required)			
Native & 60% or greater condition rating to be relocated on site		6	103.5
Total Trees		35	

EXISTING PALM DISPOSITION SUMMARY			
PROPOSED DISPOSITION		TREES	DBH (INCHES)
Preserved		0	NA
Relocated on-site		48	
Removed		38	
Total Palms		86	

REPLACEMENT REQUIRED FOR MITIGATION			
TREE SP	TOTAL DBH INCHES LOST	REQUIRED REPLACEMENT DBH INCHES	REMARKS
0/0/0	0	NA	

\* Replacement required for no mitigation (P/caliper for ex. 1" lost)

Note:

- 1) Tree Species identified as "oak" or "unknown" have been field verified and species, size and condition % is based on Arboriculture Tree Report prepared by Sutton Consulting Arborist, Inc. dated January 24, 2022.
- 2) Tree's identified as "Black Olive" on the tree survey have been field verified as Black Olive and were not assessed for condition % as replacement/relocation is not required.
- 3) Trees with condition rating of less than 60% do not require relocation or replacement per code Section 45-82.0.4.

EXISTING PALM DISPOSITION SUMMARY	
Preserved	0
Relocated on-site	48
<b>Removed</b>	<b>18</b>
Total Palms	66

REPLACEMENT REQUIRED FOR MITIGATION		
TREE SP	TOTAL DBH INCHES LOST	REQUIRED REPLACEMENT DBH INCHES *
OAK	NA	NA

\* Replacement required for mitigation (3" caliper for ea. 1" lost)

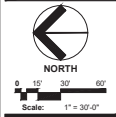


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**200 YACHT CLUB DRIVE**  
MIXED-USE RESIDENTIAL  
North Palm Beach, Florida  
**TREE DISPOSITION TABULAR & PLAN**



Date: OCTOBER 2020  
Project No.: 20-013.000  
Designed By: MLC  
Drawn By: MLC  
Checked By: KT

**REVISION DATES:**  
2022-12-01 SP REVIEW SUBMITTAL  
2021-02-16 CRIC RESPONSE RESUBMITTAL  
2021-07-08 CRIC RESUBMITTAL  
2022-08-18 Revised CRIC Resubmittal  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_

TD-1







1 BUILDING A - COLORED WEST ELEVATION  
ALL 1/8" Scale: 3/32" = 1'-0"

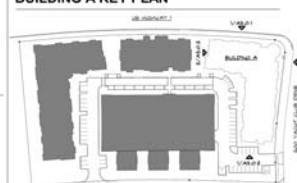


2 BUILDING A - COLORED NORTH ELEVATION  
Scale: 3/32" = 1'-0"

### MATERIAL LEGEND

- [illegible]

## BUILDING A KEY PLAN







1 BUILDING B - COLORED WEST ELEVATION  
A211A Scale: 3/32" = 1'-0"

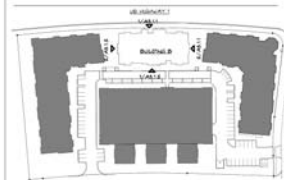


2 BUILDING B - COLORED NORTH ELEVATION  
42118 Scale: 3/32" = 1'-0"

## MATERIAL LEGEND

[illegible]

**BUILDING B KEY PLAN**







1 BUILDING B - COLORED EAST ELEVATION  
A012A Scale: 3/32" = 1'-0"



2 BUILDING B - COLORED SOUTH ELEVATION  
48124 Scale: 3/32" = 1'-0"

## MATERIAL LEGEND

- [illegible]



**SPINAOROURKE**  
C. P. A. R. T. N. E. E. S.  
245 Banyan Blvd  
West Palm Beach, Florida 33401  
561.884.4844 • Fax 561.884.1594  
spinaorourke.com

New Construction For:  
**200 Yacht Club Drive**  
North Palm Beach, Florida

Revisions:

Project no: 20015  
Date: 12-02-20  
Drawn by: CG, MR, DC, JH  
Project Manager: JG



### A3.1.2.A

**BUILDING B KEY PLAN**

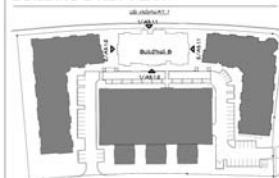


TABLE III. COLORED EXTINGUISHER EVALUATION



## MATERIAL LEGEND

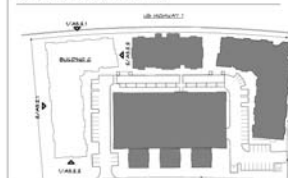
- [illegible]

1 BUILDING C - COLORED WEST ELEVATION  
61218 Scale: 3/32" = 1'-0"



2 BUILDING C - COLORED SOUTH ELEVATION  
Scale: 3/32" = 1'-0"

**BUILDING C KEY PLAN**





1 BUILDING C - COLORED EAST ELEVATION  
Scale: 3/32" = 1'-0"

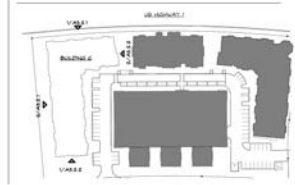


2 BUILDING C - COLORED NORTH ELEVATION  
Scale: 3/32" = 1'-0"

#### MATERIAL LEGEND

- P1-1 METAL ROOF - 400 GRAIN TEE PANEL SYSTEM WITH ENCLUSTERS
- P1-2 PAINTED STUCCO OR RETEL COLOR BEAUMONT HOUSE COLOR
- P1-3 PAINTED STUCCO OR RETEL COLOR BEAUMONT HOUSE COLOR
- P1-4 PAINTED STUCCO OR RETEL COLOR BEAUMONT HOUSE COLOR
- P1-5 PAINTED STUCCO OR RETEL COLOR BEAUMONT HOUSE COLOR
- P1-6 PAINTED STUCCO OR RETEL COLOR BEAUMONT HOUSE COLOR
- P1-7 PAINTED STUCCO OR RETEL COLOR BEAUMONT HOUSE COLOR
- P1-8 PAINTED STUCCO OR RETEL COLOR BEAUMONT HOUSE COLOR
- P1-9 PAINTED STUCCO OR RETEL COLOR BEAUMONT HOUSE COLOR
- P1-10 PAINTED STUCCO OR RETEL COLOR BEAUMONT HOUSE COLOR

#### BUILDING C KEY PLAN







2 South Color  
SCALE: 3/32" = 1'-0"



1 East Color  
AS3.1A SCALE: 3/32" = 1'-0"

## MATERIAL LEGEND

- [illegible]



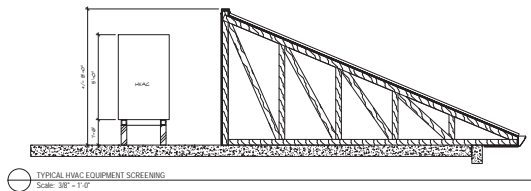
2 North Color  
AS.3.28 SCALE: 3/32" = 1'-0"



1 West Color  
AS3.2A SCALE: 3/32" = 1'-0"

## MATERIAL LEGEND

- |     |  |
|-----|--|
| MTA | NETA-ROOF - HIGH BEAM TIE PANEL SYSTEM WITH ZINC-GREY                  |
| PTA | PAINTED STUCCO OR BEIGE COLOR BELLINI/MOORE OC-11<br>"WIND SOLLAR"     |
| PTA | PAINTED STUCCO OR BEIGE COLOR BELLINI/MOORE OC-11                      |
| PTA | PAINTED STUCCO OR BEIGE COLOR BELLINI/MOORE OC-14                      |
| PTA | PAINTED STUCCO OR BEIGE COLOR BELLINI/MOORE OC-14<br>HOLLANDTOWN GREEN |
| PTA | PAINTED STUCCO OR BEIGE COLOR BELLINI/MOORE OC-14                      |
| PTA | PAINTED STUCCO OR BEIGE COLOR BELLINI/MOORE OC-15<br>SPICE EMERALD     |
| PTA | PAINTED BUTTER COLOR BELLINI/MOORE OC-16 "VAN<br>HOUTEN BLUE"          |
| PTA | PAINTED BUTTER COLOR BELLINI/MOORE OC-16 "BOOTH-BARN<br>GRAY"          |
| PTA | PAINTED BUTTER COLOR BELLINI/MOORE OC-16 "VAN<br>HOUTEN GRAY"          |
| PTA | PAINTED VAN COLOR BELLINI/MOORE OC-16 "PEARL<br>VAN HOUTEN GRAY"       |



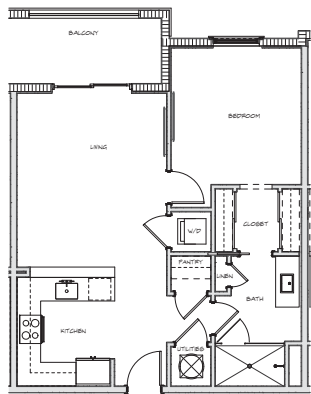
TYPICAL HVAC EQUIPMENT SCREENING  
Scale: 3/8" = 1'-0"

UNIT AREA	
UNIT TYPE	UNIT AREA
(1) BED	744 SQFT
(2) BED	1,137 SQFT
(3) LBN/NOBN	1,055 SQFT

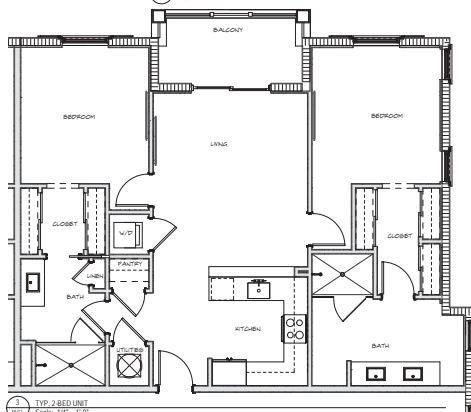
TOWNHOUSE AREA	
LEVEL	UNIT AREA
FIRST FLOOR	854
SECOND FLOOR	855
THIRD FLOOR	855
TOTAL	2,564

CEILING HEIGHTS				
	BUILDING A	BUILDING B	BUILDING C	TOWNHOUSE
FIRST FLOOR	10'-0"	10'-0"	10'-0"	8'-0"
SECOND FLOOR	10'-0"	10'-0"	10'-0"	8'-0"
THIRD FLOOR	10'-0"	10'-0"	10'-0"	8'-0"
FOURTH FLOOR	10'-0"	10'-0"	10'-0"	10'-0"

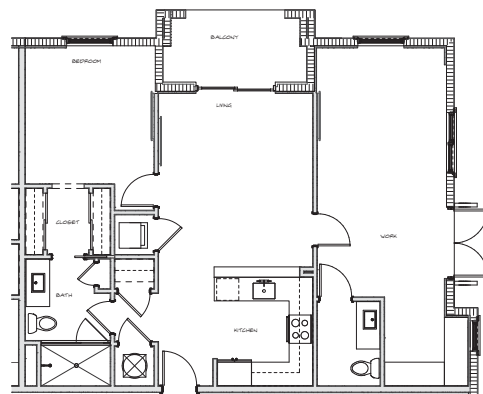
UNIT COUNT											
BUILDING A				BUILDING B				BUILDING C			
(1) BED	(1) LBN/NOBN	(2) BED	(1) BED	(1) BED	(1) LBN/NOBN	(2) BED	(1) BED	(1) BED	(1) LBN/NOBN	(2) BED	(1) BED
FIRST FLOOR	4	4	4	FIRST FLOOR	4	4	4	FIRST FLOOR	4	4	4
SECOND FLOOR	4	4	4	SECOND FLOOR	4	4	4	SECOND FLOOR	4	4	4
THIRD FLOOR	4	4	4	THIRD FLOOR	4	4	4	THIRD FLOOR	4	4	4
FOURTH FLOOR	4	4	4	FOURTH FLOOR	4	4	4	FOURTH FLOOR	4	4	4
TOTAL	16	16	16	TOTAL	16	16	16	TOTAL	16	16	16
TOTAL ONE BEDROOM UNITS				TOTAL TWO BEDROOM UNITS				TOTAL LBN/NOBN UNITS			
64				32				16			
TOTAL ONE BEDROOM UNITS				TOTAL TWO BEDROOM UNITS				TOTAL LBN/NOBN UNITS			
64				32				16			
TOTAL ONE BEDROOM UNITS				TOTAL TWO BEDROOM UNITS				TOTAL LBN/NOBN UNITS			
64				32				16			
TOTAL ONE BEDROOM UNITS				TOTAL TWO BEDROOM UNITS				TOTAL LBN/NOBN UNITS			
64				32				16			



1 TYP. 1-BED UNIT  
Scale: 1/4" = 1'-0"



2 TYP. 2-BED UNIT  
Scale: 1/4" = 1'-0"

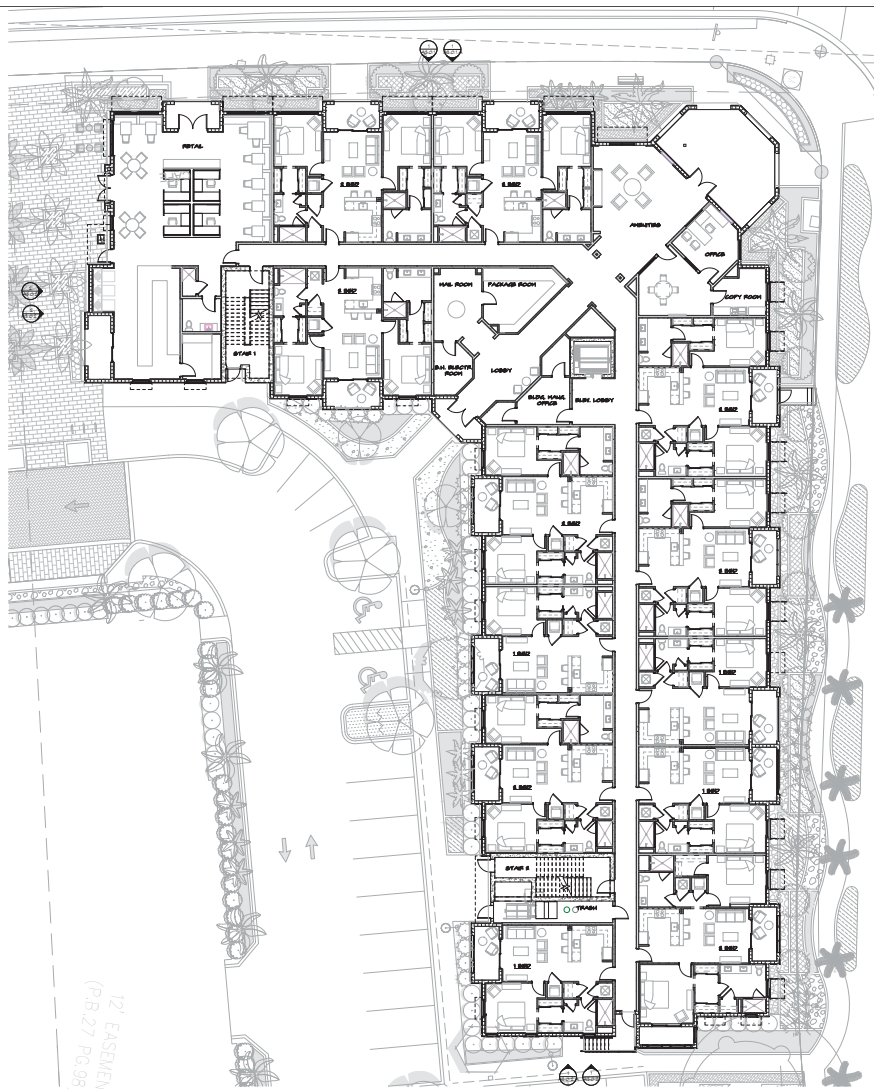


3 LIVING ROOM  
Scale: 1/4" = 1'-0"

12/12/2021 1:05:57 PM  
RW 100/0301 Yacht Club Drive THE BUILDING A-14

12/12/2021 1:05:57 PM  
RW 100/0301 Yacht Club Drive THE BUILDING A-14

BUILDING A - FIRST FLOOR PLAN  
Scale: 3/32" = 1'-0"

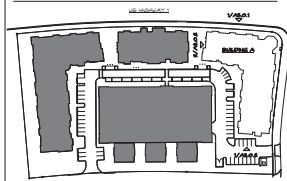


**WALL LEGEND**

[Symbol]	NEW UNGRADED PARTITION
[Symbol]	NEW 8" GPM BLOCK WALL
[Symbol]	NEW PRECAST CONCRETE WALL

RW (NARIES)

BUILDING A KEY PLAN



200 Yacht Club Drive  
West Palm Beach, Florida 33409  
Tel: 561.833.1111  
www.spinlorourke.com

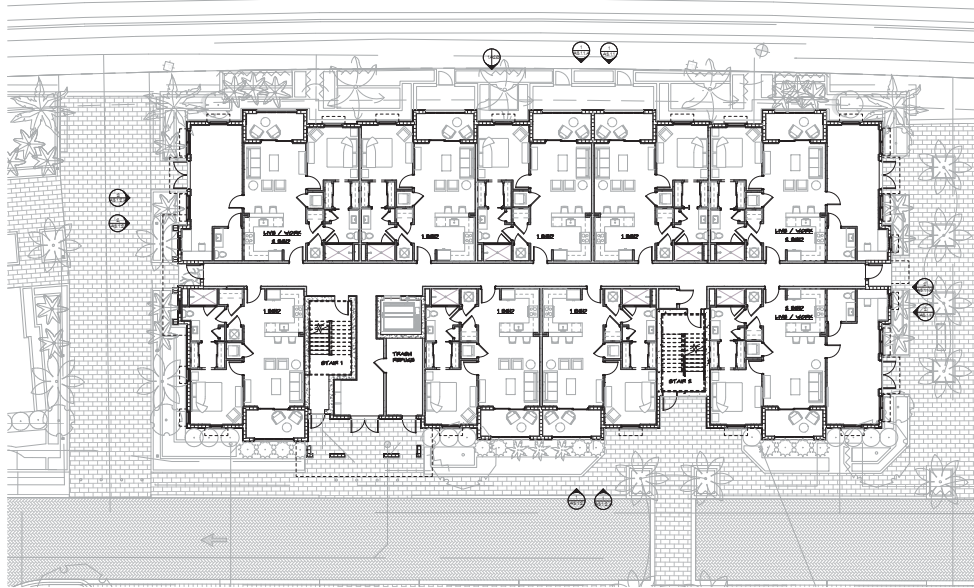
**SPIN LOROUKE**  
ARCHITECTS

Architectural/Interior Design  
Mark A. Spinlorourke

New Construction For:  
**200 Yacht Club Drive**  
North Palm Beach, Florida

Project No: 20015  
Date: 12/12/21  
Drawn by: C.D. MBE, DC  
Project Manager: J.D.

**A1.0.1.**  
SITE PLAN REVIEW

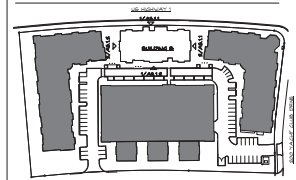


**BUILDING B - FIRST FLOOR PLAN**  
Scale: 1" = 10'-0"

**WALL LEGEND**

- NEW UNGRADED PARTITION
- NEW 8" CMU BLOCK WALL
- NEW PRECAST CONCRETE WALL

**BUILDING B KEY PLAN**



**SPINAOROURKE**  
ARCHITECTS

2000 Bayview Blvd  
West Palm Beach, Florida 33409  
Tel: 561.833.1111  
www.spinaorourke.com

Architectural/Interior Design  
Mark A. Spina, AIA

New Construction For:  
**200 Yacht Club Drive**  
North Palm Beach, Florida

Project No: 2023-05  
Date: 11/01/23  
Drawn by: C.D. MR. DC\_H  
Project Manager: J.D.

**A1.1.1.**  
SITE PLAN REVIEW

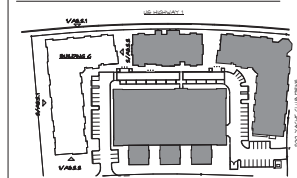


1 BUILDING C FIRST FLOOR PLAN

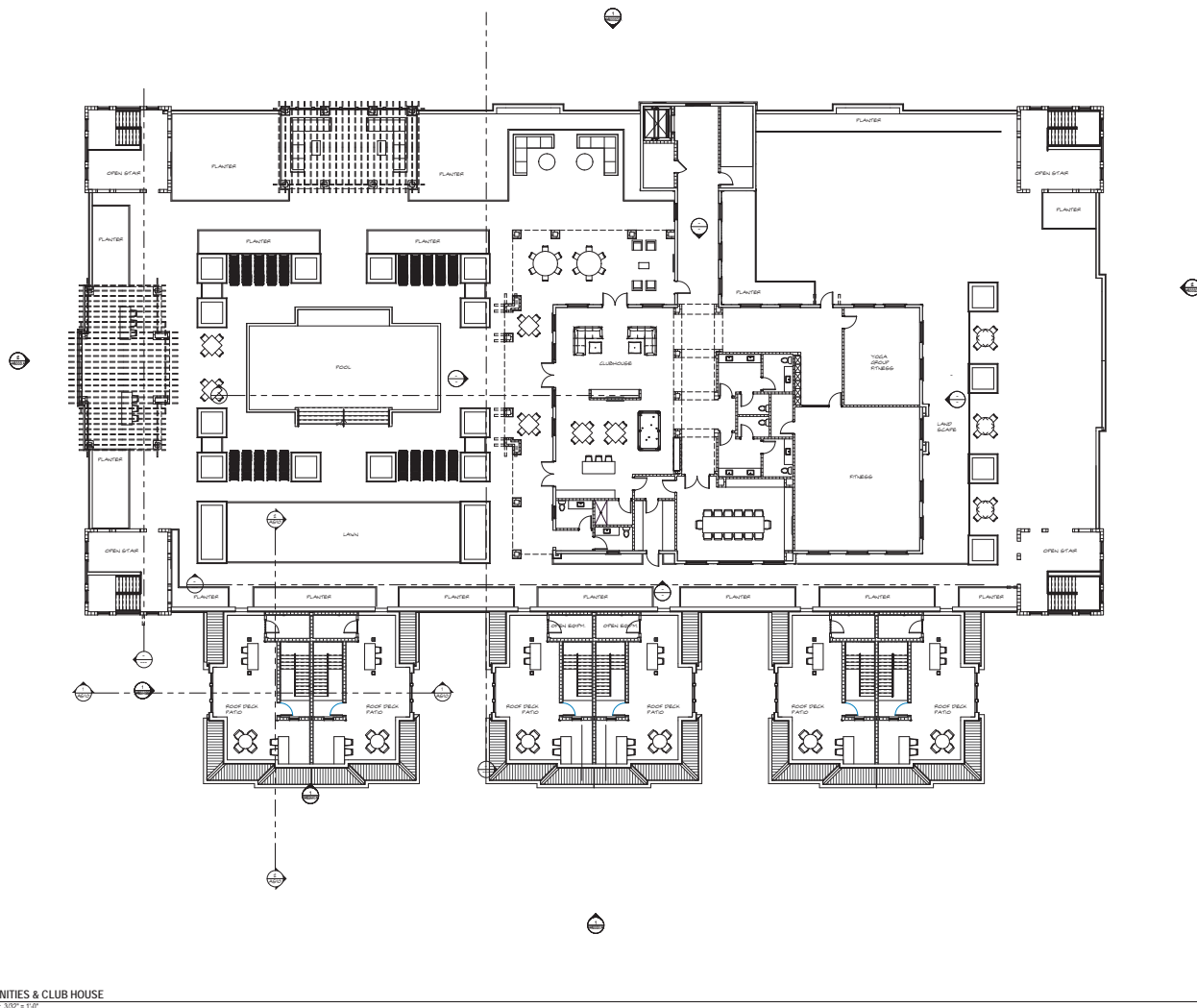
### WALL LEGEND

- NEW UNGRADED PARTITION
- NEW 8" CMU BLOCK WALL
- NEW PRECAST CONCRETE WALL

### BUILDING C KEY PLAN





























**Department of Engineering  
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

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**County Administrator**

Verdenia C. Baker

December 18, 2020

Bryan G. Kelley, P.E.  
Simmons & White, Inc.  
2581 Metrocentre Blvd., Suite 3  
West Palm Beach, FL 33407

**RE: 200 Yacht Club Drive  
Project #: 201202  
Traffic Performance Standards Review**

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the **200 Yacht Club Drive** Traffic Impact Statement, dated December 01, 2020, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

<b>Municipality:</b>	North Palm Beach
<b>Location:</b>	SEC of Yacht Club Drive and US-1
<b>PCN:</b>	68-43-42-09-02-000-0010 (additional PCNs in file)
<b>Access:</b>	One full access driveway connection onto Yacht Club Drive and onto existing alley east of the site <u>(As used in the study and is NOT an approval by the County through this letter)</u>
<b>Existing Uses:</b>	Office = 11,060 SF
<b>Proposed Uses:</b>	Redevelop the site with: Multi-Family Residential = 186 DUs Fast Food Restaurant w/o DT = 1,578 SF
<b>New Daily Trips:</b>	1,115
<b>New Peak Hour Trips:</b>	50 (-2/52) AM; 87 (57/30) PM
<b>Build-out:</b>	December 31, 2025

The proposed development is located within the Coastal Residential Exception Area and therefore, the residential portion of the proposed development is exempt from the Traffic Performance Standards of Palm Beach County. The Traffic Division has determined the proposed development **meets** the Traffic Performance Standards of Palm Beach County.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

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Bryan G. Kelley, P.E.  
December 18, 2020  
Page 2

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email [QBari@pbcgov.org](mailto:QBari@pbcgov.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Hanane Akif", is written over a faint, larger signature.

Quazi Bari, P.E., PTOE  
Manager – Growth Management  
Traffic Division

QB:HA:rb

cc: Addressee

Denise Malone, AICP, Community Development Department Director, Planning & Zoning  
Division, Village of North Palm Beach  
Hanane Akif, E.I., Project Coordinator II, Traffic Division  
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review  
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2020\201202 - 200 YACHT CLUB DRIVE.DOCX



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT  
SECRETARY

March 4, 2021

THIS PRE-APPLICATION LETTER IS VALID UNTIL – March 4, 2022  
THIS LETTER IS NOT A PERMIT APPROVAL

Bryan Kelley  
Simmons & White  
2581 Metrocentre Blvd, Suite 2  
West Palm Beach FL, 33407

Dear Bryan Kelley:

RE: Pre-application Review for **Category D Driveway**, Pre-application Meeting Date: **March 4, 2021**  
Palm Beach County - North Palm Beach; SR 5; Sec. # 93040000; MP: 2.0; Access Class - 5;  
Posted Speed - 35; SIS - No; Ref. Project: FM 438386.7-Helen James-FEASIBILITY STUDY

**Request: Remove four driveway connections to SR 5/US-1. Widen the sidewalk to 8 feet along the proposed development's frontage.**

### SITE SPECIFIC INFORMATION

Project Name & Address: **200 Yacht Club Drive – 200 Yacht Club Drive**  
Applicant/Property Owner: Simmons & White, Inc.; Parcel Size: **4.09 Acres**  
Development Size: **186 Multifamily DU, 1,578 SF Restaurant**

### WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

#### Conditions:

- The proposed driveway on Yacht Club Drive shall be located at least 100 feet from the SR 5 right-of-way line.
- All roadway features, including sidewalk, signal equipment shall be within FDOT right-of-way.
- All pedestrian features shall be ADA compliant.
- All existing driveways along the SR 5 frontage of the site shall be removed and the area restored.

#### Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: [D4AccessManagement@dot.state.fl.us](mailto:D4AccessManagement@dot.state.fl.us) with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

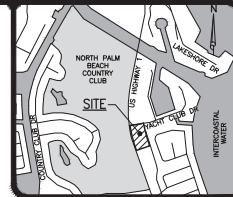
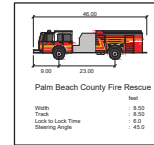
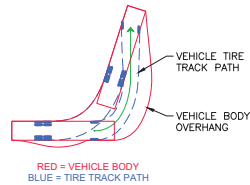
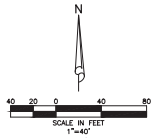
Sincerely,

Dalila Fernandez, P.E.  
District Access Management Manager

cc: Jonathan Overton, P.E., Jerry Dean  
File: \\DOTSD4HQFS\Share\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2021-03-04 & AMRC Meeting\93040 MP 2.0 SR 5\_200 Yacht Club Drive.docx

[www.dot.state.fl.us](http://www.dot.state.fl.us)

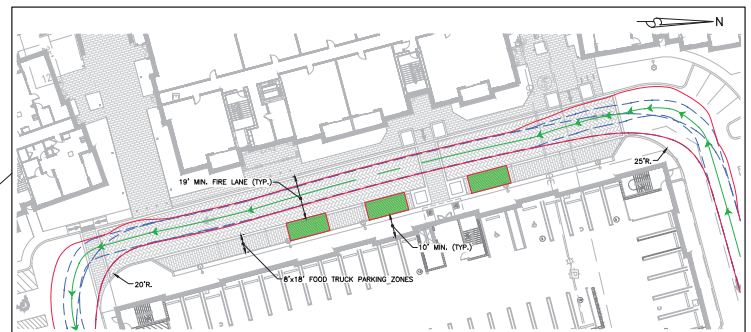




LOCATION MAP  
NOT TO SCALE

LEGEND

FOOD TRUCK PARKING ZONE



FOOD TRUCK PARKING LOCATION BLOW-UP  
SCALE: 1"=20'

NOTE: REPRESENTED FOOD TRUCK CONFIGURATION PARKING IS SUBJECT TO CHANGE. FOOD TRUCK PARKING CONFIGURATION SHALL BE DETERMINED VIA SEPARATE EVENT PERMITS WITH GOVERNING AGENCIES. FOOD TRUCKS SHALL MAINTAIN MINIMUM 10' SEPARATION FROM FACE OF PARKING STRUCTURE PER NORTH PALM BEACH FIRE RESCUE DEPARTMENT.

2. REVISED ALLOWABLE FOOD SIZE AND NUMBER, 10/22/21 R.S.				11/18/2021			
1. REVISED FOOD TRUCK SPACING PER N.P.B. FIRE COMMENTS, 10/20/21 R.S.				200 YACHT CLUB DRIVE SECTION 9, TOWNSHIP 42S., RANGE 43E. NORTH PALM BEACH, FLORIDA FOOD TRUCK PARKING EXHIBIT			
REVISIONS				DESIGN: J.P. DRAWN: R.S. CHECKED: APPROVED: DATE: JOB NO.: 20-112 DRAWING NO.: 20112701 SHEET 1 OF 1			

# **200 YACHT CLUB MASTER SIGN PROGRAM**

**September 2021**

## **PURPOSE AND INTENT**

The Master Sign Program will act as the regulatory framework for all signage for 200 Yacht Club ("The Project"). Where the Master Sign Program is silent, signs will be required to be consistent with the Village of North Palm Beach's Code of Ordinance Chapter 6, Article V, Signs and Outdoor Displays, last amended via Ordinance No. 2014-09 on September 25, 2014 (herein referred to as "Code"). Where conflicts exist between this Master Sign Program and the Code, or other Village Regulations, this Master Sign Program shall control.

To create a framework for a comprehensive and balanced project, sign regulations outlined in this Master Sign Program are permitted within the project. In addition, those signs permitted under Section 6-112, 6-114 and 6-115 of the Code are permitted.

## **IMPLEMENTATION**

Revisions to the approved Master Sign Program that are within the parameters of the Village's signage code, and are consistent with the architectural theme and colors of the program, may be approved administratively to allow for changes over time.

All signs proposed for 200 Yacht Club Drive require a permit from the Village's Construction Services Department before installation. The Master Sign Program illustrates the generalized sign regulations for 200 Yacht Club Drive. All signs within the development need comply only with the sign standards found in the Sign Program.

## **PROHIBITED SIGNS**

Signs defined in Section 6-113 (B) of the Code are prohibited for the 200 Yacht Club Drive development.

## **PERMITTED SIGN TYPES**

### **SIGN TYPE 1 – Building Identity Sign**

**Definition:** means any sign which is located on a building to identify the name or identity of the development.

Building identity signs, with the same identity, shall be allowed on building elevations three or more stories in height and shall be subject to the following:

- One (1) Building Identity Sign shall be allowed on the Building A elevation.



# **200 YACHT CLUB MASTER SIGN PROGRAM**

**September 2021**

- One (1) Building Identity Sign shall be allowed on the Building C elevation
- The content of the Building Identity Signs may include:
  - Name and logo of the development.
  - Advertisement of individual building tenants is prohibited.
- Sign Area: Maximum 20 square feet and 24-inches in height. Logos may not exceed 50% of the allowable sign area.
- Relationship to building features: A building identity sign shall not extend beyond any edge of the surface to which it is attached, nor disrupt a major architectural feature of the building.
- Individual letters shall be attached directly to the building facade. In those cases where the Individual letters cannot be attached directly to the building facade, a support back panel maybe allowed, but such panel shall not be internally illuminated.
- The signs may include internally illuminated letters, pin-mounted halo-lit letters, concealed light sources and/or be lit with building mounted spot lights.

## **SIGN TYPE 2 – Tenant Sign**

**Definition: means any sign which is located on the facade of the building to identify the name of a tenant or occupant with the exception of the building identity in which the development is named.**

- Tenant signs may be applied on the elevation of a building above a pedestrian entrance into the building.
- Such sign shall not exceed 5% of the applicable storefront façade area.
- The Tenant sign shall be located within the first two stories of the building.
- Relationship to building features: the tenant wall sign shall not extend beyond any edge of the surface to which it is attached, nor disrupt a major architectural feature of the building.
- Individual letters shall be attached directly to the building facade. In those cases where the Individual letters cannot be attached directly to the building facade, a support back panel maybe allowed, but such panel shall not be internally illuminated.
- The signs may include internally illuminated letters, pin-mounted halo-lit letters, concealed light sources and/or be lit with building mounted spot lights.
- The content of the Tenant Signs may include:
  - Letters depicting the name of the building occupant;
  - Letters depicting the nature of the business and that are a maximum of fifty (50) percent of the height of the letters depicting name of the building occupant.

# **200 YACHT CLUB**

## **MASTER SIGN PROGRAM**

**September 2021**

- A logo symbol for the building occupant which does not exceed fifty (50) percent of the allowable sign area.
  - Address of the building and building occupants to which the sign is accessory, and other related information.
- Minimum Tenant Sign Setback – 0 ft

### **SIGN TYPE 3 -Directional Sign**

- One (1) ground mounted parking area directional sign may be erected at each point of ingress and egress to a parking lot or parking area.
- Such signs shall not exceed two (2) square feet in background area nor exceed three (3) feet in height.
- Such signs shall not be located as to create a traffic or pedestrian hazard.

SIMMONS & WHITE  
2581 Metrocentre Blvd, Suite 3, West Palm Beach, Florida 33407  
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com  
Certificate of Authorization Number 3452



# TRAFFIC IMPACT STATEMENT

200 YACHT CLUB DRIVE  
VILLAGE OF NORTH PALM BEACH, FLORIDA

## Prepared for:

Robbins NPB, LLC  
86 Macfarlane Drive  
Suite 6G  
Delray Beach, Florida 33483

Job No. 20-112

Date: December 1, 2020  
Revised: February 24, 2021  
Revised: July 8, 2021  
Revised: July 11, 2022



Bryan G. Kelley, P.E.  
FL Registration No. 74006

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## 1.0 SITE DATA

The subject parcel is located in the southeast corner of US-1 and Yacht Club Drive in the Village of North Palm Beach, Florida and contains approximately 4.09 acres. The Property Control Numbers (PCN) for the subject property are:

68-43-42-09-02-000-0010  
68-43-42-09-01-070-0121

68-43-42-09-01-070-0140

The subject site currently consists of 11,060 S.F. of office. The proposed redevelopment is to consist of 181 multifamily residential dwelling units and a 1,578 S.F. restaurant with a buildout of 2025. Note four (4) of the 181 multifamily dwelling units will be designated as live-work units (4,224 S.F.). Site access is proposed via a full access driveway connection to Yacht Club Drive and an alley. For additional information concerning site location and layout, please refer to the Site Plan (included in Appendix "F") prepared by Urban Design Studio. It should be noted the project is located with the Coastal Residential Exception area and is therefore exempt for traffic concurrency. However, the analysis completed in this report is provided for informational purposes.

## 2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence, which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1.

Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed. Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.



Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence, which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period. This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the fifth year of the Florida Department of Transportation Five Year Transportation Improvement Program in effect at the time of traffic analysis submittal.

The existing roadway network as well as both the State and Palm Beach County Five Year Road Program improvements, with construction scheduled to commence prior to the end of the Five Year Analysis Period shall be the Test 2 roadway network assumed in the analysis. The total traffic in the peak hour, peak direction on each link within a project's radius of development influence shall be compared with the applicable LOS "E" service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed. This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

### 3.0 TRAFFIC GENERATION

The daily traffic generated by the existing development was calculated in accordance with the traffic generation rates published on the Palm Beach County Traffic website and consistent with the ITE Trip Generation Manual, 10<sup>th</sup> Edition. Tables 1, 2 and 3 show the daily, A.M. peak hour, and P.M. peak hour traffic generation for the existing development, respectively. Based on the existing development consisting of 11,060 S.F. office, the traffic generation may be summarized as follows:

#### **Existing Development**

Daily Traffic Generation	=	112 tpd
A.M. Peak Hour Traffic Generation (In/Out)	=	33 pht (29 pht/4 pht)
P.M. Peak Hour Traffic Generation (In/Out)	=	12 pht (2 pht/10 pht)

Tables 4, 5 and 6 show the daily, A.M. peak hour, and P.M. peak hour traffic generation for the proposed development, respectively. Based on the proposed plan of redevelopment consisting of 181 multifamily dwelling units (including 4 live-work units totaling 4,224 S.F.) and 1,578 S.F. restaurant, the traffic generation may be summarized as follows:

#### **Proposed Development**

Daily Traffic Generation	=	1,207 tpd
A.M. Peak Hour Traffic Generation (In/Out)	=	83 pht (31 pht/52 pht)
P.M. Peak Hour Traffic Generation (In/Out)	=	101 pht (58 pht/43 pht)

The difference in trips between the existing and proposed developments that will be utilized in the traffic study is shown in Table 7 and summarized below:

#### **New Trips**

Daily Traffic Generation	=	1,095 tpd
AM Peak Hour Traffic Generation (In/Out)	=	50 pht (2 In/48 Out)
PM Peak Hour Traffic Generation (In/Out)	=	89 pht (56 In/33 Out)

#### **4.0 RADIUS OF DEVELOPMENT INFLUENCE**

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 89 peak hour trips, the radius of development influence shall be one mile.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than one percent of the LOS “D” of the link affected on a peak hour directional basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS “D” of the link affected on a peak hour two-way basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS “D” Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than three percent of the LOS “E” of the link affected on a peak hour directional basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS “E” of the link affected on a peak hour two-way basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS “E” Link Service Volumes.

#### **5.0 EXISTING TRAFFIC**

Existing A.M. and P.M. peak hour traffic volumes for the links within the project's radius of development influence were available from the Palm Beach County Engineering Traffic Division. Background traffic, consisting of historical growth allowances furnished by Palm Beach County, major project traffic, and anticipated development in the area was also considered. The area wide growth rate is based on both 2017 and 2020 peak season traffic.

The 2025 total traffic on each link has been calculated using the higher of the area wide growth rate shown in Table 8 or a 1.0% growth rate plus all approved but un-built traffic listed in the Approved Project Database summary tables received from the Palm Beach County Engineering Traffic Division. The project is expected to be built-out in 2025 and background traffic was projected to that time. A detailed analysis of all approved but unbuilt traffic within the project's radius of development influence has been performed and can be seen in Appendix “D” attached with this report.

## 6.0 INTERSECTION ANALYSIS TEST 1 – PART 1

As a requirement of Part 1 of Test 1 of the Palm Beach County Traffic Performance Standards, the following directly accessed intersection link ends must be analyzed:

1. US-1 at Yacht Club Drive
2. US-1 at Lighthouse Drive

The development of the subject parcel is not anticipated to result in excess of ten percent of total traffic on an average peak hour total traffic basis leading to any signalized intersection other than the intersections mentioned above. A detailed analysis of these intersections has been performed and can be seen in Appendix “A” attached with this report.

The above referenced intersections have been analyzed using the adjusted turning movement volumes attached with this report in accordance with the methodology set forth in the Transportation Research Board Special Report 209, Planning Analysis. As the results in the Intersection Analyses (attached as Appendix “A”) show, the sum of the critical movements during the peak-season, peak-hours at project build-out is less than the adopted Level of Service volume for intersections of 1400 vph.

<u>INTERSECTION</u>	<u>CRITICAL SUM</u>	
	<u>A.M.</u>	<u>P.M.</u>
US-1 at Yacht Club Drive	470	586
US-1 at Lighthouse Drive	546	626

## **7.0 TRAFFIC ASSIGNMENT/DISTRIBUTION TEST 1 – PART 2**

The distribution of project trips was based upon the existing and proposed geometry of the roadway network, a review of the existing and historical travel patterns, and a review of the proposed development and improvements in the area.

The distributed traffic for the project at full build-out of the development was assigned to the links within the project's radius of development influence and can be seen in the Project Distribution Figure attached with this report. Tables 9 and 10 show the project's trip assignment as well as the applicable Level of Service Standard for each of the links within the project's radius of development influence. Links with a project assignment greater than 1% of the applicable Level of Service "D" have been outlined as links with significant project assignment.

Based on the projected total A.M. and P.M. peak hour traffic volumes and threshold volumes for the links with significant project assignment within the project's radius of development influence as shown in Tables 11 and 12, this project meets the applicable Peak Hour Traffic Volume Link Performance Standards listed under "Test One - Part Two" of the Palm Beach County Traffic Performance Standards on all links within the project's radius of development influence.

## **8.0 TEST 2 – FIVE YEAR ANALYSIS**

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS E at the end of the Five Year Analysis Period.

Tables 13 and 14 of Appendix "C" show the project's net trip generation assigned to the links within the project's radius of development influence with the applicable LOS "E" thresholds. Since the project impact represents less than 3% of the LOS "E" threshold for all roadways, Test 2 requirements are met.



## 9.0 SITE RELATED IMPROVEMENTS

The overall A.M. and P.M. peak hour turning movement driveway volumes and directional distributions at the project entrances for the proposed development with no reduction for pass by credits are shown in Tables 5 and 6 attached with this report. The following summary applies:

		DIRECTIONAL DISTRIBUTION (TRIPS IN / OUT)
A.M. Peak Hour	=	39 / 59
P.M. Peak Hour	=	66 / 51

As previously mentioned, site access is proposed via a full access driveway connection to Yacht Club Drive and an alley. Based on the Palm Beach County requirements of 75 peak hour right turns and 30 peak hour left turns, no turn lanes are warranted or recommended for the project. A Synchro operational analysis was performed for the intersection of US-1 at Yacht Club Drive. The analysis demonstrated that the intersection will continue to operate at an acceptable Level of Service and only experience minimal vehicular queuing. The operational analysis showed the 95<sup>th</sup> percentile queue for the westbound approach will be approximately 7 vehicles or 175 feet. The proposed driveway connection to Yacht Club Road is approximately 225 feet from US-1. The Synchro printouts are included in Appendix "E".

## 10.0 CONCLUSION

The proposed redevelopment is expected to generate a total of 1,095 net new trips per day, 50 new A.M. peak hour trips and 89 new P.M. peak hour trips at project build-out in 2025. Based on an analysis of existing and project traffic characteristics and distribution, as well as the existing and future roadway network geometry and traffic volumes, this overall project meets the Link/Build-out Test and Five Year Analysis test as required by the Palm Beach County Traffic Performance Standards.

# **APPENDIX “A”**

## **INTERSECTION ANALYSES**

**FOR PURPOSES OF PART 1 OF TEST 1**

# **APPENDIX “B”**

## **LINK ANALYSIS**

**FOR PURPOSES OF PART 2 OF TEST 1**

# **APPENDIX “C”**

## **TEST 2 ANALYSIS**

# **APPENDIX “D”**

## **APPROVED PROJECT DATA**



# **APPENDIX “E”**

## **SYNCHRO PRINTOUTS**

# **APPENDIX “F”**

## **SITE PLAN**

## 200 YACHT CLUB DRIVE

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

### EXISTING DEVELOPMENT

**TABLE 1 - Daily Traffic Generation**

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split In Out	Gross Trips	Internalization % Total	External Trips	Pass-by % Trips	Net Trips
General Office (>5,000 SF GFA)	710	11,060	S.F. $\ln(T) = 0.97 \ln(X) + 2.50$		125	0	125	10%	13
Grand Totals:					125	0.0%	0	10%	13

**TABLE 2 - AM Peak Hour Traffic Generation**

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split In Out	Gross Trips In Out Total	Internalization % In Out Total	External Trips In Out Total	Pass-by % Trips	Net Trips In Out Total
General Office (>5,000 SF GFA)	710	11,060	S.F. $\ln(T) = 0.94(X) + 26.49$	0.86 0.14	32 5 37	0.0% 0 0 0	32 5 37	10%	4 29 4 33
Grand Totals:					32 5 37	0.0% 0 0 0	32 5 37	11%	4 29 4 33

**TABLE 3 - PM Peak Hour Traffic Generation**

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split In Out	Gross Trips In Out Total	Internalization % In Out Total	External Trips In Out Total	Pass-by % Trips	Net Trips In Out Total
General Office (>5,000 SF GFA)	710	11,060	S.F. 1.15	0.16 0.84	2 11 13	0.0% 0 0 0	2 11 13	10%	1 2 10 12
Grand Totals:					2 11 13	0.0% 0 0 0	2 11 13	8%	1 2 10 12

## 200 YACHT CLUB DRIVE

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

### PROPOSED DEVELOPMENT

**TABLE 4 - Daily Traffic Generation**

Landuse	ITE Code	Intensity		Rate/Equation		Dir Split In   Out		Gross Trips	Internalization %   Total		External Trips	Pass-by %   Trips		Net Trips
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	181	Dwelling Units	5.44				985	5.0%	49	936	0%	0	936
Small Office Building (≤5,000 SF GFA)	712	4,224	S.F.	16.19				68	25.0%	17	51	10%	5	46
Fast Food Rest. w/o DT	933	1,578	S.F.	346.23				546	25.0%	137	409	45%	184	225
			Grand Totals:					1,599	12.7%	203	1,396	14%	189	1,207

**TABLE 5 - AM Peak Hour Traffic Generation**

Landuse	ITE Code	Intensity		Rate/Equation		Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips		
						In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	181	Dwelling Units	0.36	0.26	0.74	17	48	65	5.0%	1	2	3	16	46	62	0%	0	16	46	62	
Small Office Building (≤5,000 SF GFA)	712	4,224	S.F.	1.92	0.83	0.18	7	1	8	25.0%	2	0	2	5	1	6	10%	1	5	0	5	
Fast Food Rest. w/o DT	933	1,578	S.F.	25.1	0.60	0.40	24	16	40	25.0%	6	4	10	18	12	30	45%	14	10	6	16	
			Grand Totals:					48	65	113	13.3%	9	6	15	39	59	98	15%	15	31	52	83

**TABLE 6 - PM Peak Hour Traffic Generation**

Landuse	ITE Code	Intensity		Rate/Equation		Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips		
						In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	181	Dwelling Units	0.44	0.61	0.39		49	31	80	5.0%	2	2	4	47	29	76	0%	0	47	29	76
Small Office Building (≤5,000 SF GFA)	712	4,224	S.F.	2.45	0.32	0.68		3	7	10	25.0%	1	2	3	2	5	7	10%	1	2	4	6
Fast Food Rest. w/o DT	933	1,578	S.F.	28.34	0.50	0.50		23	22	45	25.0%	6	5	11	17	17	34	45%	15	9	10	19
			Grand Totals:					75	60	135	13.3%	9	9	18	66	51	117	14%	16	58	43	101

Notes:  
Restaurant to primarily serve the residents.

## **200 YACHT CLUB DRIVE**

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

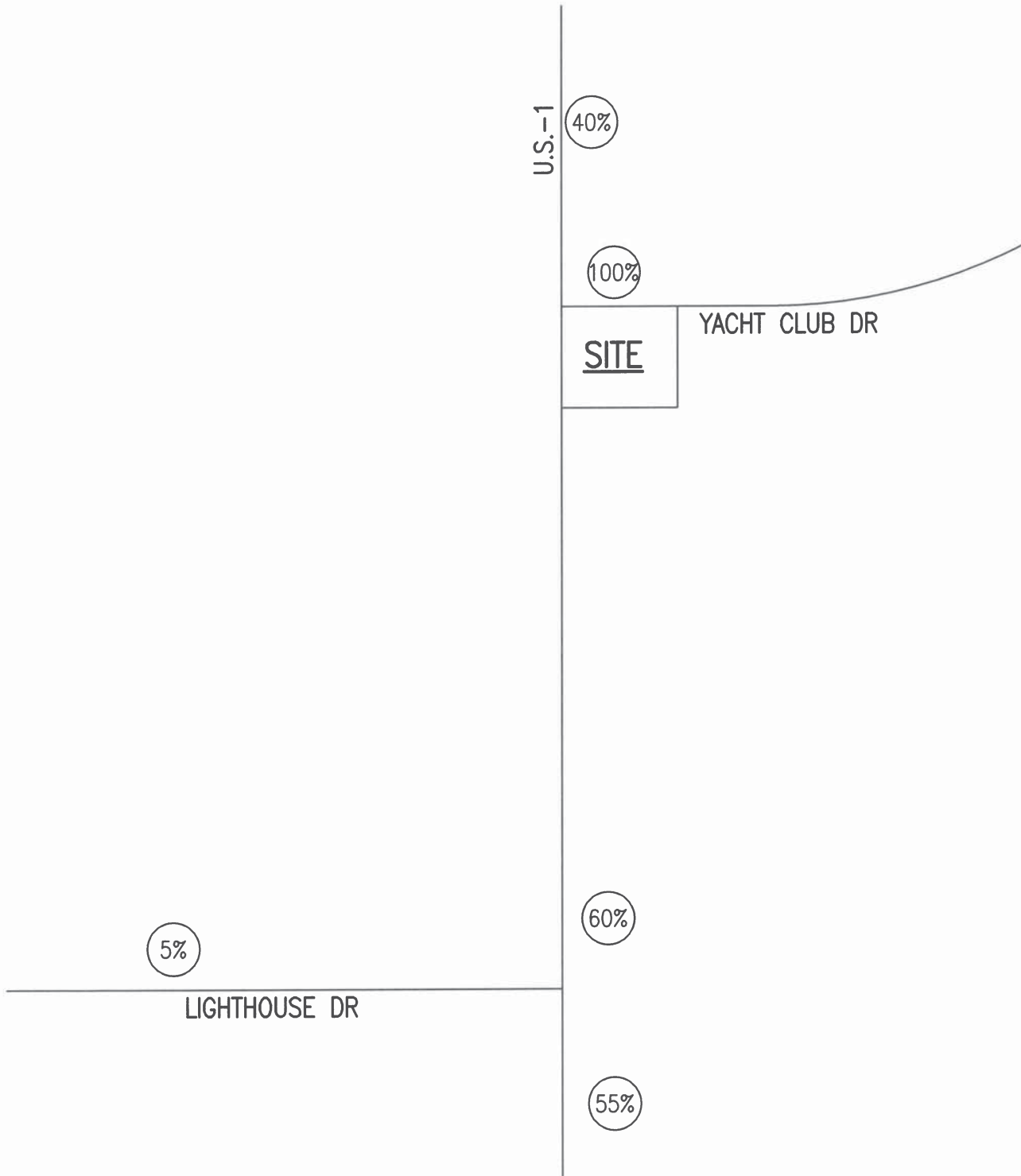
**TABLE 7**  
**TRAFFIC GENERATION DIFFERENCE**

	DAILY	AM PEAK HOUR			PM PEAK HOUR		
		TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING DEVELOPMENT =	112	33	29	4	12	2	10
PROPOSED DEVELOPMENT =	1,207	83	31	52	101	58	43
INCREASE =	1,095	50	2	48	89	56	33



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**LEGEND**

(40%) PROJECT DISTRIBUTION

**PROJECT DISTRIBUTION**

**200 YACHT CLUB DR.**

20-112 BK 11-23-2020

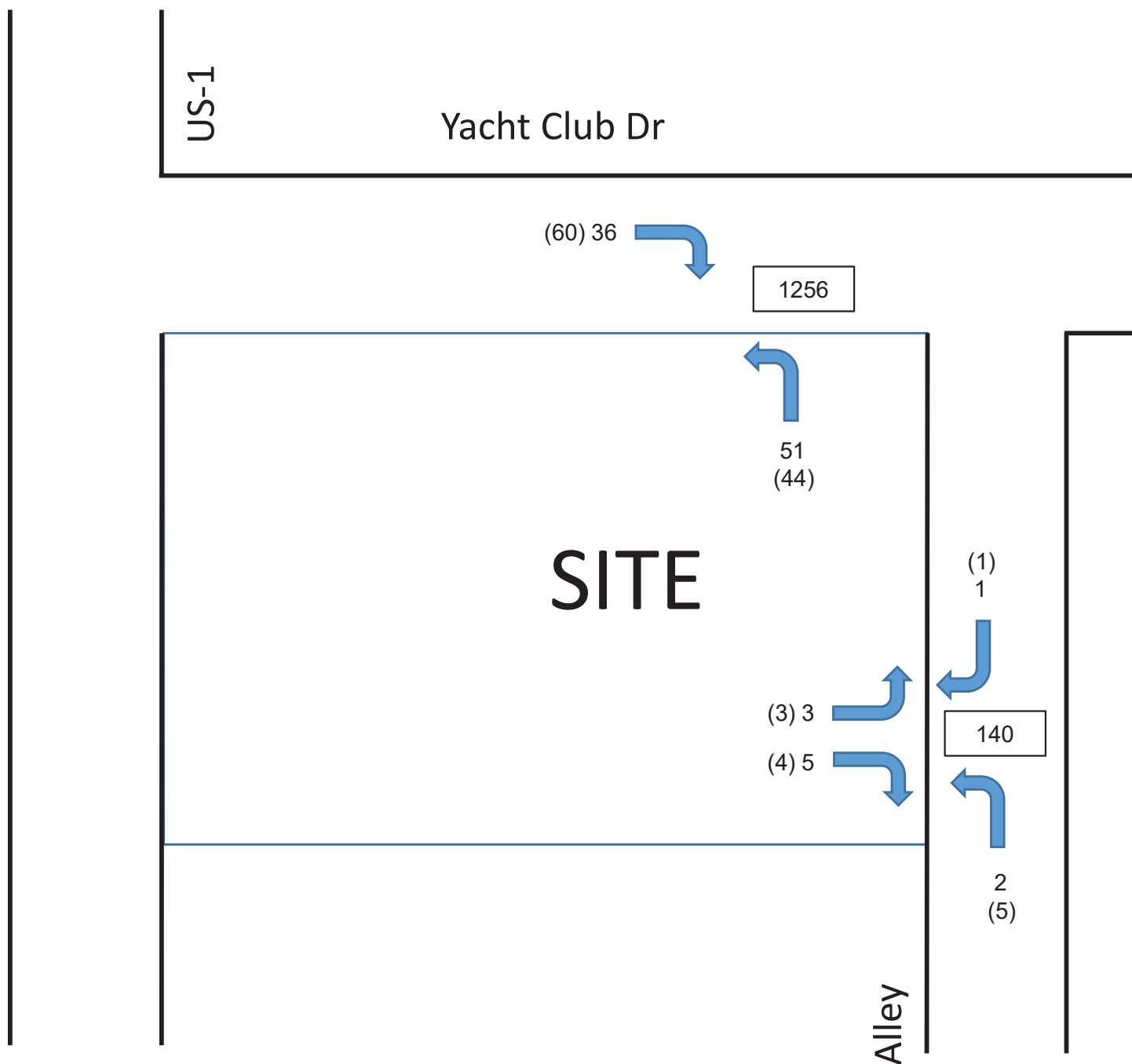




Legend

XX AM Peak Hour  
(XX) PM Peak Hour

XX ADT



**200 YACHT CLUB DRIVE**

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

**TABLE 8**  
**AREA WIDE GROWTH RATE CALCULATION**

STATION	ROADWAY	FROM	TO	2017 PEAK SEASON DAILY TRAFFIC	2020 PEAK SEASON DAILY TRAFFIC	IND. (%)
2838*	US-1	PGA BOULEVARD	LIGHTHOUSE DRIVE	27,394	26,152	-1.53%
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	27,611	31,217	4.18%
$\Sigma =$				<b>55,005</b>	<b>57,369</b>	<b>1.41%</b>
				<b>AREA WIDE GROWTH RATE = 1.4%</b>		

\* 2017 AADT's interpolated from Years 2016 and 2018 data since 2017 data was unavailable for Station 2838

# **APPENDIX “A”**

## **INTERSECTION ANALYSES**

**FOR PURPOSES OF PART 1 OF TEST 1**

**CMA INTERSECTION ANALYSIS**  
**200 YACHT CLUB**  
**US-1 AT YACHT CLUB DRIVE**

**INPUT DATA**

**Comments:**

Growth Rate = 1.4%    Peak Season = 1.00    Current Year = 2019    Buildout Year = 2025

**AM Peak Hour**

**INTERSECTION VOLUME DEVELOPMENT**

	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volume (2019)	6	852	29	26	755	13	3	0	0	55	0	25
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	1	74	3	2	66	1	0	0	0	5	0	2
1.0% Background Growth	0	52	2	2	46	1	0	0	0	3	0	2
Major Projects Traffic	0	35	0	0	59	0	0	0	0	0	0	0
Background Traffic Used	1	87	3	2	105	1	0	0	0	5	0	2
Project Traffic	0	0	23	16	0	0	0	0	0	35	0	24
<b>Total</b>	<b>7</b>	<b>939</b>	<b>55</b>	<b>44</b>	<b>860</b>	<b>14</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>95</b>	<b>0</b>	<b>51</b>
<b>Approach Total</b>	<b>1,000</b>			<b>919</b>			<b>3</b>			<b>146</b>		

**CRITICAL VOLUME ANALYSIS**

No. of Lanes	1	3	<	1	3	<	1	1	<	>	1	1
Per Lane Volume	7	328		44	288		3	0		0	95	51
Right on Red			0			0			0			60
Overlaps Left			0			0			0			44
Adj. Per Lane Volume	7	328		44	288		3	0		0	95	0
Through/Right Volume		328			288			0			95	
Opposing Left Turns		44			7			95			3	
Critical Volume for Approach		372			295			95			98	
Critical Volume for Direction				372						98		
<b>Intersection Critical Volume</b>	<b>470</b>											
<b>STATUS?</b>	<b>UNDER</b>											

**PM Peak Hour**

**INTERSECTION VOLUME DEVELOPMENT**

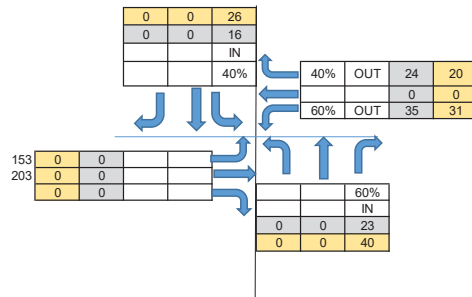
	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volume (2019)	35	1031	55	31	1091	19	11	0	20	44	0	30
Peak Season Adjustment	0	0	0	0	0	0	0	0	0	0	0	0
Background Traffic Growth	3	90	5	3	95	2	1	0	2	4	0	3
1.0% Background Growth	2	63	3	2	67	1	1	0	1	3	0	2
Major Projects Traffic	0	93	0	0	79	0	0	0	0	0	0	0
Background Traffic Used	3	156	5	3	146	2	1	0	2	4	0	3
Project Traffic	0	0	40	26	0	0	0	0	0	31	0	20
<b>Total</b>	<b>38</b>	<b>1187</b>	<b>100</b>	<b>60</b>	<b>1237</b>	<b>21</b>	<b>12</b>	<b>0</b>	<b>22</b>	<b>79</b>	<b>0</b>	<b>53</b>
<b>Approach Total</b>	<b>1,325</b>			<b>1,317</b>			<b>34</b>			<b>131</b>		

**Critical Volume Analysis**

No. of Lanes	1	3	<	1	3	<	1	1	<	>	1	1
Per Lane Volume	38	426		60	416		12	22		0	79	53
Right on Red			0			0			0			60
Overlaps Left			0			0			0			60
Adj. Per Lane Volume	38	426		60	416		12	22		0	79	0
Through/Right Volume		426			416			22			79	
Opposing Left Turns		60			38			79			12	
Critical Volume for Approach		485			454			101			91	
Critical Volume for Direction				485						101		
<b>Intersection Critical Volume</b>	<b>586</b>											
<b>STATUS?</b>	<b>UNDER</b>											

**DRIVEWAY TRIPS**

	IN	OUT
AM	39	59
PM	66	51



## US 1 & Yacht Club Drive

File Name : US 1 & Yacht Club Drive

Site Code : 00000000

Start Date : 1/30/2019

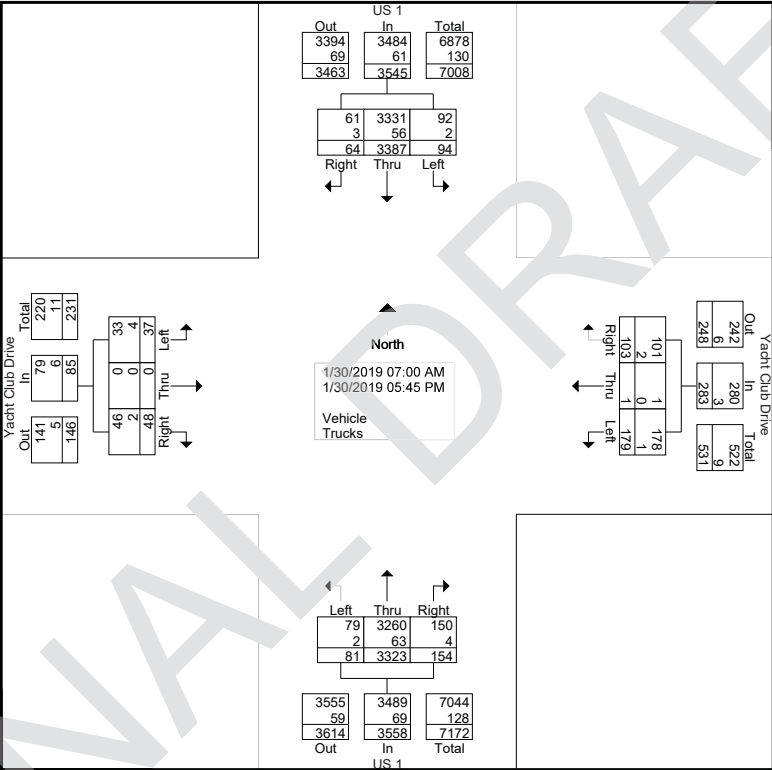
Page No : 1

### Groups Printed- Vehicle - Trucks

Start Time	US 1 Southbound					US 1 Northbound					Yacht Club Drive Westbound					Yacht Club Drive Eastbound					Int. Total
	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	
07:00 AM	0	1	122	7	130	0	4	83	1	88	0	11	0	3	14	0	0	0	3	3	235
07:15 AM	0	1	132	3	136	0	6	117	3	126	0	6	0	5	11	0	2	0	5	7	280
07:30 AM	0	0	168	3	171	0	2	161	4	167	0	11	0	7	18	0	0	0	0	0	356
07:45 AM	0	2	195	5	202	0	6	191	9	206	0	13	0	7	20	0	1	0	1	2	430
Total	0	4	617	18	639	0	18	552	17	587	0	41	0	22	63	0	3	0	9	12	1301
08:00 AM	0	4	218	0	222	0	0	215	4	219	0	16	0	5	21	0	0	0	0	0	462
08:15 AM	1	8	193	5	207	0	3	192	10	205	0	13	0	6	19	0	0	0	0	0	431
08:30 AM	0	6	161	4	171	0	2	205	9	216	0	17	0	5	22	0	0	0	0	0	409
08:45 AM	0	7	183	4	194	0	1	240	6	247	0	9	0	9	18	0	3	0	0	3	462
Total	1	25	755	13	794	0	6	852	29	887	0	55	0	25	80	0	3	0	0	3	1764
*** BREAK ***																					
04:00 PM	2	6	220	2	230	2	3	228	19	252	0	8	0	9	17	0	11	0	9	20	519
04:15 PM	1	7	239	3	250	3	2	231	8	244	0	10	0	2	12	0	3	0	3	6	512
04:30 PM	1	9	207	5	222	4	3	221	17	245	0	7	1	11	19	0	3	0	5	8	494
04:45 PM	1	6	258	4	269	3	2	208	9	222	0	14	0	4	18	0	3	0	2	5	514
Total	5	28	924	14	971	12	10	888	53	963	0	39	1	26	66	0	20	0	19	39	2039
05:00 PM	0	5	299	7	311	7	6	256	14	283	0	16	0	8	24	0	2	0	3	5	623
05:15 PM	0	7	287	9	303	1	10	281	16	308	0	15	0	8	23	0	5	0	4	9	643
05:30 PM	0	8	267	2	277	4	1	248	13	266	0	8	0	9	17	0	4	0	12	16	576
05:45 PM	3	8	238	1	250	3	3	246	12	264	0	5	0	5	10	0	0	0	1	1	525
Total	3	28	1091	19	1141	15	20	1031	55	1121	0	44	0	30	74	0	11	0	20	31	2367
Grand Total	9	85	3387	64	3545	27	54	3323	154	3558	0	179	1	103	283	0	37	0	48	85	7471
Apprch %	0.3	2.4	95.5	1.8		0.8	1.5	93.4	4.3		0	63.3	0.4	36.4		0	43.5	0	56.5		
Total %	0.1	1.1	45.3	0.9	47.5	0.4	0.7	44.5	2.1	47.6	0	2.4	0	1.4	3.8	0	0.5	0	0.6	1.1	
Vehicle	9	83	3331	61	3484	27	52	3260	150	3489	0	178	1	101	280	0	33	0	46	79	7332
% Vehicle	100	97.6	98.3	95.3	98.3	100	96.3	98.1	97.4	98.1	0	99.4	100	98.1	98.9	0	89.2	0	95.8	92.9	98.1
Trucks	0	2	56	3	61	0	2	63	4	69	0	1	0	2	3	0	4	0	2	6	139
% Trucks	0	2.4	1.7	4.7	1.7	0	3.7	1.9	2.6	1.9	0	0.6	0	1.9	1.1	0	10.8	0	4.2	7.1	1.9

# US 1 & Yacht Club Drive

File Name : US 1 & Yacht Club Drive  
Site Code : 00000000  
Start Date : 1/30/2019  
Page No : 2





## US 1 & Yacht Club Drive

File Name : US 1 & Yacht Club Drive

Site Code : 00000000

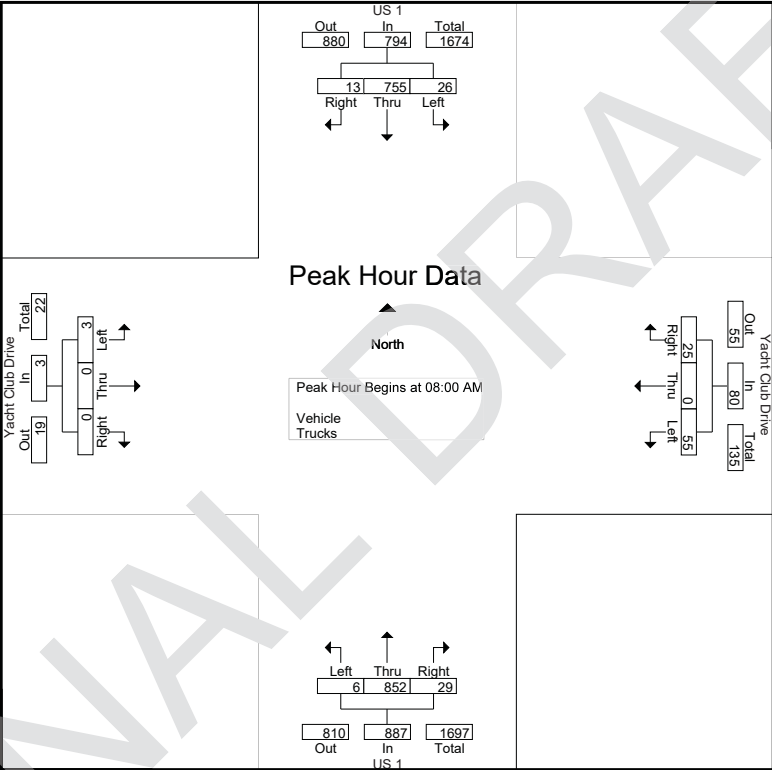
Start Date : 1/30/2019

Page No : 3

	US 1 Southbound					US 1 Northbound					Yacht Club Drive Westbound					Yacht Club Drive Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	0	4	218	0	222	0	0	215	4	219	0	16	0	5	21	0	0	0	0	0	462
08:15 AM	1	8	193	5	207	0	3	192	10	205	0	13	0	6	19	0	0	0	0	0	431
08:30 AM	0	6	161	4	171	0	2	205	9	216	0	17	0	5	22	0	0	0	0	0	409
08:45 AM	0	7	183	4	194	0	1	240	6	247	0	9	0	9	18	0	3	0	0	3	462
Total Volume	1	25	755	13	794	0	6	852	29	887	0	55	0	25	80	0	3	0	0	3	1764
% App. Total	0.1	3.1	95.1	1.6		0	0.7	96.1	3.3		0	68.8	0	31.2		0	100	0	0		
PHF	.250	.781	.866	.650	.894	.000	.500	.888	.725	.898	.000	.809	.000	.694	.909	.000	.250	.000	.000	.250	.955

# US 1 & Yacht Club Drive

File Name : US 1 & Yacht Club Drive  
 Site Code : 00000000  
 Start Date : 1/30/2019  
 Page No : 4



## US 1 & Yacht Club Drive

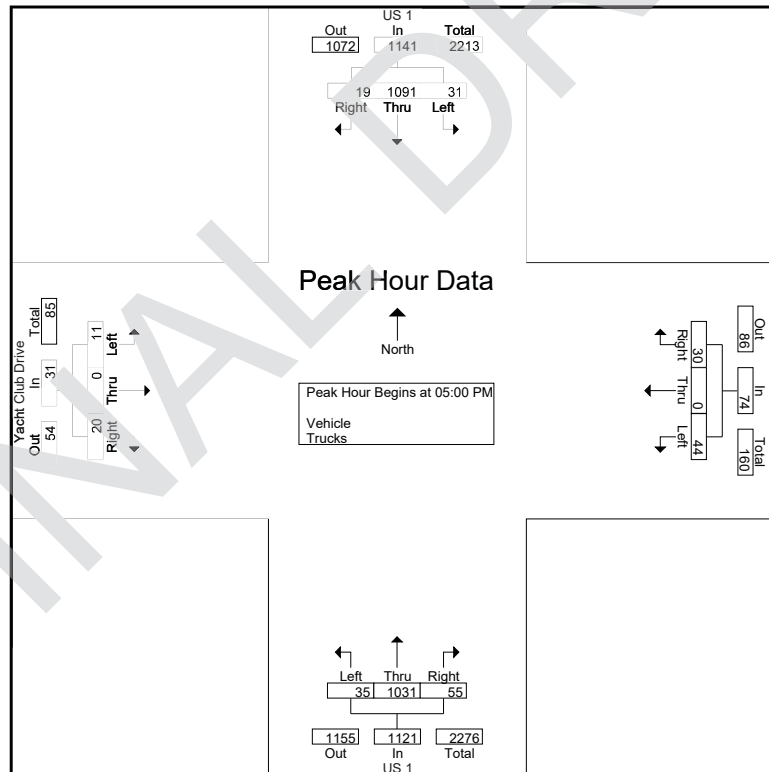
File Name : US 1 & Yacht Club Drive

Site Code : 00000000

Start Date : 1/30/2019

Page No : 5

	US 1 Southbound					US 1 Northbound					Yacht Club Drive Westbound					Yacht Club Drive Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	0	5	299	7	311	7	6	256	14	283	0	16	0	8	24	0	2	0	3	5	623
05:15 PM	0	7	287	9	303	1	10	281	16	308	0	15	0	8	23	0	5	0	4	9	643
05:30 PM	0	8	267	2	277	4	1	248	13	266	0	8	0	9	17	0	4	0	12	16	576
05:45 PM	3	8	238	1	250	3	3	246	12	264	0	5	0	5	10	0	0	0	1	1	525
Total Volume	3	28	1091	19	1141	15	20	1031	55	1121	0	44	0	30	74	0	11	0	20	31	2367
% App. Total	0.3	2.5	95.6	1.7		1.3	1.8	92	4.9		0	59.5	0	40.5		0	35.5	0	64.5		
PHF	.250	.875	.912	.528	.917	.536	.500	.917	.859	.910	.000	.688	.000	.833	.771	.000	.550	.000	.417	.484	.920



**CMA INTERSECTION ANALYSIS**  
**200 YACHT CLUB**  
**US-1 AT LIGHTHOUSE DRIVE**

**INPUT DATA**

**Comments:**

Growth Rate = 1.4%    Peak Season = 1.02    Current Year = 2018    Buildout Year = 2025

**AM Peak Hour**

**INTERSECTION VOLUME DEVELOPMENT**

	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volume (2018)	102	834	33	30	737	32	63	16	66	49	15	11
Peak Season Adjustment	2	17	1	1	15	1	1	0	1	1	0	0
Background Traffic Growth	11	87	3	3	77	3	7	2	7	5	2	1
1.0% Background Growth	8	61	2	2	54	2	5	1	5	4	1	1
Major Projects Traffic	1	7	0	0	14	0	0	0	1	0	0	0
Background Traffic Used	11	87	3	3	77	3	7	2	7	5	2	1
Project Traffic	0	1	0	0	26	2	0	0	0	0	0	0
<b>Total</b>	<b>115</b>	<b>939</b>	<b>37</b>	<b>34</b>	<b>855</b>	<b>38</b>	<b>71</b>	<b>18</b>	<b>74</b>	<b>55</b>	<b>17</b>	<b>12</b>
<b>Approach Total</b>	<b>1,090</b>			<b>926</b>			<b>163</b>			<b>84</b>		

**CRITICAL VOLUME ANALYSIS**

No. of Lanes	1	3	<	1	3	<	1	1	<	1	1	<
Per Lane Volume	115	322		34	294		71	82		55	19	
Right on Red		0			0			0			0	
Overlaps Left		0			0			0			0	
Adj. Per Lane Volume	115	322		34	294		71	82		55	19	
Through/Right Volume		322			294			82			19	
Opposing Left Turns		34			115			55			71	
Critical Volume for Approach		356			409			137			90	
Critical Volume for Direction				409						137		
Intersection Critical Volume							546					
STATUS?	UNDER											

**PM Peak Hour**

**INTERSECTION VOLUME DEVELOPMENT**

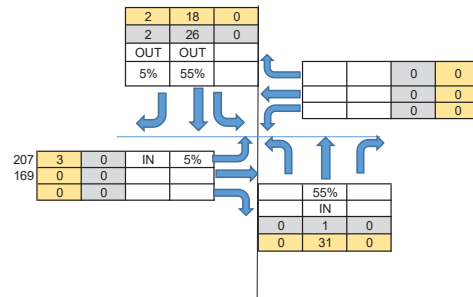
	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Existing Volume (2018)	119	690	18	45	806	36	49	26	79	51	15	11
Peak Season Adjustment	2	14	0	1	16	1	1	1	2	1	0	0
Background Traffic Growth	12	72	2	5	84	4	5	3	8	5	2	1
1.0% Background Growth	9	51	1	3	59	3	4	2	6	4	1	1
Major Projects Traffic	5	43	0	0	39	0	0	0	4	0	0	0
Background Traffic Used	14	94	2	5	98	4	5	3	10	5	2	1
Project Traffic	0	31	0	0	18	2	3	0	0	0	0	0
<b>Total</b>	<b>135</b>	<b>829</b>	<b>20</b>	<b>51</b>	<b>938</b>	<b>42</b>	<b>58</b>	<b>29</b>	<b>90</b>	<b>57</b>	<b>17</b>	<b>12</b>
<b>Approach Total</b>	<b>984</b>			<b>1,031</b>			<b>178</b>			<b>87</b>		

**Critical Volume Analysis**

No. of Lanes	1	3	<	1	3	<	1	1	<	1	1	<
Per Lane Volume	135	280		51	324		58	110		57	19	
Right on Red		0			0			0			0	
Overlaps Left								0				0
Adj. Per Lane Volume	135	280		51	324		58	110		57	19	
Through/Right Volume		280			324			110			19	
Opposing Left Turns		51			135			57			58	
Critical Volume for Approach		330			459			167			77	
Critical Volume for Direction				459						167		
Intersection Critical Volume							626					
STATUS?	UNDER											

**TRIPS**

	IN	OUT
AM	2	48
PM	56	33



203  
234

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
16550	Lighthouse Dr	Prosperity Farms Rd	5/19/2015	7:15 AM	0	23	444	164	0	112	449	64	0	68	185	54	0	181	172	166	2082
16550	Lighthouse Dr	Prosperity Farms Rd	5/19/2015	4:45 PM	0	63	497	114	0	159	513	33	0	37	168	45	0	123	214	210	2176
16700	Lighthouse Dr	US 1	4/24/2018	8:00 AM	6	96	834	33	11	19	737	32	1	62	16	66	0	49	15	11	1988
16700	Lighthouse Dr	US 1	4/24/2018	12:15 PM	36	129	856	29	26	9	791	43	0	64	14	99	0	51	24	13	2184
16700	Lighthouse Dr	US 1	4/24/2018	4:15 PM	39	80	690	18	26	19	806	36	0	49	26	79	0	51	15	11	1945
16700	Lighthouse Dr	US 1	5/19/2015	8:00 AM	13	118	691	34	13	18	576	27	0	68	18	61	0	39	14	9	1699
16700	Lighthouse Dr	US 1	5/19/2015	4:15 PM	42	113	831	34	23	13	915	61	0	47	12	105	0	37	21	7	2261
15900	Lilac St	Military Tr	9/8/2016	7:30 AM	3	0	1601	47	1	34	1697	0	0	0	0	0	0	33	0	64	3480
15900	Lilac St	Military Tr	9/8/2016	12:00 PM	1	0	1183	27	2	20	1369	0	0	0	0	0	0	29	0	32	2663
15900	Lilac St	Military Tr	9/21/2016	2:45 PM	6	0	1117	76	0	63	1189	0	0	0	0	0	0	113	0	136	2700
15900	Lilac St	Military Tr	9/8/2016	4:45 PM	5	0	1947	90	2	64	1655	0	0	0	0	0	0	38	0	32	3833
34150	Lillian Rd	Congress Ave	9/6/2018	7:30 AM	69	27	1555	0	18	0	1378	24	0	104	0	22	0	0	0	0	3197
34150	Lillian Rd	Congress Ave	9/6/2018	12:00 PM	33	53	1189	0	29	0	1074	38	0	36	0	25	0	0	0	0	2477
34150	Lillian Rd	Congress Ave	9/6/2018	4:45 PM	55	66	1421	0	18	0	1725	92	0	54	0	34	0	0	0	0	3465
56601	Lindell Bl/Ave L	US-1/Federal Hwy	8/22/2016	8:15 AM	9	41	531	47	10	28	1067	54	0	94	31	69	0	129	40	29	2179
56601	Lindell Bl/Ave L	US-1/Federal Hwy	8/22/2016	12:15 PM	16	41	749	46	11	41	697	85	0	90	42	41	0	107	53	38	2057
56601	Lindell Bl/Ave L	US-1/Federal Hwy	8/22/2016	4:45 PM	14	76	959	75	8	32	783	116	0	98	40	44	1	101	64	52	2463
55161	Linton Bl	A1A	1/14/2019	7:45 AM	0	243	105	0	0	0	190	286	1	213	3	307	0	0	0	2	1350
55161	Linton Bl	A1A	1/14/2019	12:15 PM	0	450	155	1	0	1	167	372	5	434	4	476	0	0	7	2	2074
55161	Linton Bl	A1A	1/14/2019	4:30 PM	0	385	245	0	0	0	200	332	4	348	3	365	0	2	4	6	1894
55161	Linton Bl	A1A	11/1/2017	7:45 AM	0	218	121	2	0	1	198	268	0	233	4	345	0	1	0	1	1392
55161	Linton Bl	A1A	11/1/2017	12:15 PM	0	351	164	1	0	2	137	304	2	341	4	354	0	0	12	3	1675
55161	Linton Bl	A1A	11/1/2017	4:30 PM	0	351	272	0	0	7	196	325	2	294	1	311	0	2	4	5	1770
55100	Linton Bl	Congress Ave	2/18/2020	8:00 AM	6	84	304	249	3	310	971	185	5	225	1327	337	4	489	1068	265	5832
55100	Linton Bl	Congress Ave	2/18/2020	12:00 PM	16	166	348	405	10	306	356	159	6	184	1020	88	9	298	1174	345	4890
55100	Linton Bl	Congress Ave	2/18/2020	4:45 PM	10	446	1004	576	15	332	437	288	5	329	1331	107	14	259	1274	316	6743
55100	Linton Bl	Congress Ave	2/26/2018	8:00 AM	8	79	308	250	4	265	857	137	8	215	1306	366	5	373	1015	276	5472
55100	Linton Bl	Congress Ave	2/26/2018	12:00 PM	8	122	357	277	11	294	357	184	4	183	1189	101	6	281	1060	284	4718
55100	Linton Bl	Congress Ave	2/26/2018	4:45 PM	16	298	993	548	20	348	438	252	12	301	1357	109	8	213	936	228	6077
55100	Linton Bl	Congress Ave	4/7/2015	8:00 AM	2	54	231	185	3	269	1203	126	11	169	1113	279	0	428	966	172	5211
55100	Linton Bl	Congress Ave	4/7/2015	4:45 PM	32	245	791	360	16	318	516	151	0	226	1097	83	0	238	1102	145	5320
55074	Linton Bl	Delray Hospital/Las Ve	4/23/2018	7:45 AM	0	53	2	47	0	7	6	19	0	7	1175	223	1	98	1018	1	2657
55074	Linton Bl	Delray Hospital/Las Ve	4/23/2018	12:00 PM	0	160	7	110	0	13	6	24	0	22	931	99	4	79	952	23	2430
55074	Linton Bl	Delray Hospital/Las Ve	4/23/2018	4:30 PM	0	193	11	89	0	10	2	15	1	31	907	50	1	34	1044	19	2407
55074	Linton Bl	Delray Hospital/Las Ve	11/7/2017	7:30 AM	0	63	3	56	0	17	4	26	1	6	1194	167	3	59	1018	8	2625
55074	Linton Bl	Delray Hospital/Las Ve	11/7/2017	12:00 PM	0	160	5	85	0	17	1	14	0	20	917	85	5	70	789	17	2185

# **APPENDIX “B”**

## **LINK ANALYSIS**

**FOR PURPOSES OF PART 2 OF TEST 1**



**200 YACHT CLUB DRIVE**

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

**TABLE 9**  
**TEST 1 - PROJECT SIGNIFICANCE CALCULATION**  
**AM PEAK HOUR**

2025 BUILD OUT  
1 MILE RADIUS

TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 2  
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 48

STATION	ROADWAY	FROM	TO	AM PEAK HOUR		EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
				PROJECT DISTRIBUTION	DIRECTIONAL PROJECT TRIPS					
2838	US-1	PGA BOULEVARD	SITE	40%	19	4D	I	1960	0.97%	NO
2838	US-1	SITE	LIGHTHOUSE DRIVE	60%	29	4D	I	1960	1.48%	YES
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	55%	26	6D	II	2680	0.97%	NO
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US-1	5%	2	2	II	810	0.25%	NO

**200 YACHT CLUB DRIVE**

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

**TABLE 10**  
**TEST 1 - PROJECT SIGNIFICANCE CALCULATION**  
**PM PEAK HOUR**

2025 BUILD OUT  
1 MILE RADIUS

TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 56  
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 33

				PM PEAK HOUR		EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	DIRECTIONAL PROJECT TRIPS					
2838	US-1	PGA BOULEVARD	SITE	40%	22	4D	I	1960	1.12%	YES
2838	US-1	SITE	LIGHTHOUSE DRIVE	60%	34	4D	I	1960	1.73%	YES
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	55%	31	6D	II	2680	1.16%	YES
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US-1	5%	3	2	II	810	0.37%	NO

**200 YACHT CLUB DRIVE**

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

**TABLE 11**  
**TEST 1 LINK ANALYSIS**  
**AM PEAK HOUR**

2025 BUILD OUT  
BACKGROUND GROWTH RATE = 1.40%  
NET AM PEAK HOUR PROJECT TRIPS (ENTERING) = 2  
NET AM PEAK HOUR PROJECT TRIPS (EXITING) = 48

PROJECT BACKGROUND PROJECT TRIP DATA																
ROADWAY	FROM	TO	DIRECTION	2020	PROJECT	AM PEAK HOUR		1.0%	BACKGROUND	TOTAL	2025	ASSURED	CLASS	LOS E	MEETS	
				PEAK		DIRECTIONAL	MAJOR									GROWTH
				HOURLY TRAFFIC	DISTRIBUTION	PROJECT TRIPS	PROJECT			BACKGROUND TRAFFIC	TOTAL TRAFFIC				LOS STD.	
2838	US-1	PGA BOULEVARD	SITE	NB	907	40%	19	35	46	65	81	1007	4D	I	1,960	YES
				SB	964	40%	1	59	49	69	108	1073	4D	I	1,960	YES
2838	US-1	SITE	LIGHTHOUSE DRIVE	NB	907	60%	1	35	46	65	81	989	4D	I	1,960	YES
				SB	964	60%	29	59	49	69	108	1101	4D	I	1,960	YES
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	NB	1355	55%	1	37	69	98	106	1462	6D	II	2,680	YES
				SB	1129	55%	26	39	58	81	97	1252	6D	II	2,680	YES

**200 YACHT CLUB DRIVE**

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

**TABLE 12**  
**TEST 1 LINK ANALYSIS**  
**PM PEAK HOUR**

2025 BUILD OUT  
BACKGROUND GROWTH RATE = 1.40%  
NET PM PEAK HOUR PROJECT TRIPS (ENTERING) = 56  
NET PM PEAK HOUR PROJECT TRIPS (EXITING) = 33

ROADWAY	FROM	TO	DIRECTION	2020 PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	PM PEAK HOUR		MAJOR PROJECT	1.0% GROWTH	BACKGROUND GROWTH	TOTAL BACKGROUND TRAFFIC	2025 TOTAL TRAFFIC	ASSURED LANES	CLASS	LOS E	MEETS LOS STD.
						PROJECT	DIRECTIONAL PROJECT TRIPS									
2838	US-1	PGA BOULEVARD	SITE	NB	1120	40%	13	93	57	81	150	1283	4D	I	1,960	YES
				SB	1132	40%	22	79	58	81	137	1291	4D	I	1,960	YES
2838	US-1	SITE	LIGHTHOUSE DRIVE	NB	1120	60%	34	93	57	81	150	1304	4D	I	1,960	YES
				SB	1132	60%	20	79	58	81	137	1289	4D	I	1,960	YES
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	NB	1344	55%	31	96	69	97	165	1540	6D	II	2,680	YES
				SB	1464	55%	18	92	75	105	167	1649	6D	II	2,680	YES

# **APPENDIX “C”**

## **TEST 2 ANALYSIS**

**200 YACHT CLUB DRIVE**

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

**TABLE 13**  
**TEST 2 - PROJECT SIGNIFICANCE CALCULATION**  
**AM PEAK HOUR**

FIVE YEAR ANALYSIS

1 MILE RADIUS

TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 2

TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 48

STATION	ROADWAY	FROM	TO	AM PEAK HOUR		EXISTING LANES	CLASS	LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
				PROJECT DISTRIBUTION	DIRECTIONAL PROJECT TRIPS					
2838	US-1	PGA BOULEVARD	SITE	40%	19	4D	I	1960	0.97%	NO
2838	US-1	SITE	LIGHTHOUSE DRIVE	60%	29	4D	I	1960	1.48%	NO
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	55%	26	6D	II	2830	0.92%	NO
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US-1	5%	2	2	II	860	0.23%	NO



**200 YACHT CLUB DRIVE**

12/01/2020  
Revised: 02/24/2021  
Revised: 06/22/2021  
Revised: 07/11/2022

**TABLE 14**  
**TEST 2 - PROJECT SIGNIFICANCE CALCULATION**  
**PM PEAK HOUR**

**FIVE YEAR ANALYSIS**

**1 MILE RADIUS**

**TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 56**

**TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 33**

				PM PEAK HOUR DIRECTIONAL					TOTAL	
STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS	LOS E STANDARD	PROJECT IMPACT	PROJECT SIGNIFICANT
2838	US-1	PGA BOULEVARD	SITE	40%	22	4D	I	1960	1.12%	NO
2838	US-1	SITE	LIGHTHOUSE DRIVE	60%	34	4D	I	1960	1.73%	NO
2832	US-1	LIGHTHOUSE DRIVE	NORTHLAKE BOULEVARD	55%	31	6D	II	2830	1.10%	NO
N/A	LIGHTHOUSE DRIVE	PROSPERITY FARMS ROAD	US-1	5%	3	2	II	860	0.35%	NO

# **APPENDIX “D”**

## **APPROVED PROJECT DATA**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>	<b>N</b>	<b>O</b>
					Input Data									
E-W Street: Lighthouse Dr					COUNT DATE: 4/24/2018					Report Created				
N-S STREET: Federal Hwy					CURRENT YEAR: 2018					11/20/2020				
TIME PERIOD: AM					ANALYSIS YEAR: 2025									
GROWTH RATE: 2.08%					PSF: 1.02									
SIGNAL ID: 16700														

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound			Type	% Complete
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	63	16	66	49	15	11	102	834	33	30	737	32		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	64	16	67	50	15	11	104	851	34	31	752	33		
Committed Developments														
Northlake Promenade	0	0	1	0	0	0	1	3	0	0	5	0	NR	47%
Stewart Toyota Expansion	0	0	0	0	0	0	0	4	0	0	9	0	NR	62%
Total Committed Developments	0	0	1	0	0	0	1	7	0	0	14	0		
Total Committed Residential	0	0	0	0	0	0	0	0	0	0	0	0		
Total Committed Non-Residential	0	0	1	0	0	0	1	7	0	0	14	0		
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0	0		
Total Discounted Committed	0	0	1	0	0	0	1	7	0	0	14	0		
Historical Growth	10	2	10	8	2	2	16	132	5	5	117	5		
Comm Dev+1% Growth	5	1	6	4	1	1	9	68	2	2	68	2		
Growth Volume Used	10	2	10	8	2	2	16	132	5	5	117	5		
Total Volume	74	18	77	58	17	13	120	983	39	36	869	38		

					Input Data									
E-W Street: Lighthouse Dr					COUNT DATE: 4/24/2018					Report Created				
N-S STREET: Federal Hwy					CURRENT YEAR: 2018					11/20/2020				
TIME PERIOD: PM					ANALYSIS YEAR: 2025									
GROWTH RATE: 2.08%					PSF: 1.02									
SIGNAL ID: 16700														

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound			Type	% Complete
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	49	26	79	51	15	11	119	690	18	45	806	36		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	50	27	81	52	15	11	121	704	18	46	822	37		
Committed Developments														
Northlake Promenade	0	0	4	0	0	0	5	34	0	0	31	0	NR	47%
Stewart Toyota Expansion	0	0	0	0	0	0	0	9	0	0	8	0	NR	62%
Total Committed Developments	0	0	4	0	0	0	5	43	0	0	39	0		
Total Committed Residential	0	0	0	0	0	0	0	0	0	0	0	0		
Total Committed Non-Residential	0	0	4	0	0	0	5	43	0	0	39	0		
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0	0		
Total Discounted Committed	0	0	4	0	0	0	5	43	0	0	39	0		
Historical Growth	8	4	13	8	2	2	19	109	3	7	127	6		
Comm Dev+1% Growth	4	2	10	4	1	1	14	94	1	3	98	3		
Growth Volume Used	8	4	13	8	2	2	19	109	3	7	127	6		
Total Volume	58	31	94	60	17	13	140	813	21	53	949	43		

A

B

C

D

E

F

G

H

I

## Input Data

ROAD NAME: Federal Hwy

STATION: 2838

Report Created

CURRENT YEAR: 2020

FROM: MIDPOINT

11/20/2020

ANALYSIS YEAR: 2025

TO: Burns Rd

GROWTH RATE: 0%

COUNT DATE: 2/11/2020

PSF: 1

## Link Analysis

Time Period

AM

PM

Direction

2-way

NB/EB

SB/WB

2-way

NB/EB

SB/WB

Existing Volume

Peak Volume

Diversion(%)

Volume after Diversion

1861	907	964	2252	1120	1132
1861	907	964	2252	1120	1132
0	0	0	0	0	0
1861	907	964	2252	1120	1132

Committed Developments

Type % Complete

Parcel 34.01 A

0 0 0 0 0 0 NR 100%

Life Time Fitness at Downtown at the

Gardens

2 2 0 5 2 3 NR 93%

Northlake Square East

0 0 0 0 0 0 NR 100%

Northlake Promenade

8 3 5 65 34 31 NR 47%

Stewart Toyota Expansion

8 2 5 10 5 5 NR 70%

North Palm Beach Water Club

25 12 14 38 16 22 Res 65%

Briger East

12 8 3 13 4 9 NR 35%

Aqualina

6 1 5 8 5 3 Res 0%

Lenox North Beach

38 8 30 47 30 16 Res 0%

Total Committed Developments

99 36 62 186 96 89

Total Committed Residential

69 21 49 93 51 41

Total Committed Non-Residential

30 15 13 93 45 48

Double Count Reduction

6 3 3 19 9 10

Total Discounted Committed Developments

93 33 59 167 87 79

Historical Growth

0 0 0 0 0 0

Comm Dev+1% Growth

188 79 108 282 144 137

Growth Volume Used

188 79 108 282 144 137

Total Volume

2049 986 1072 2534 1264 1269

Lanes

4LD

LOS D Capacity

3220 1960 1960 3220 1960 1960

Link Meets Test 1?

YES YES YES YES YES YES

LOS E Capacity

3400 1960 1960 3400 1960 1960

Link Meets Test 2?

YES YES YES YES YES YES

# Input Data

ROAD NAME: Federal Hwy STATION: 2838  
 CURRENT YEAR: 2020 FROM: MIDPOINT  
 ANALYSIS YEAR: 2025 TO: Pga Blvd  
 GROWTH RATE: 0% COUNT DATE: 2/11/2020  
 PSF: 1

Report Created  
 11/20/2020

## Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1861	907	964	2252	1120	1132
Peak Volume	1861	907	964	2252	1120	1132
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1861	907	964	2252	1120	1132

## Committed Developments

						Type	% Complete
Parcel 34.01 A	0	0	0	0	0	NR	100%
Life Time Fitness at Downtown at the Gardens	2	2	0	5	2	NR	93%
Northlake Square East	0	0	0	0	0	NR	100%
Northlake Promenade	8	3	5	65	34	NR	47%
Stewart Toyota Expansion	8	2	5	10	5	NR	70%
North Palm Beach Water Club	25	14	12	38	22	Res	65%
Briger East	12	8	3	13	4	NR	35%
Aqualina	6	1	5	8	5	Res	0%
Lenox North Beach	38	8	30	47	30	Res	0%
Total Committed Developments	99	38	60	186	102		
Total Committed Residential	69	23	47	93	57		
Total Committed Non-Residential	30	15	13	93	45		
Double Count Reduction	6	3	3	19	9		
Total Discounted Committed Developments	93	35	57	167	93		
Historical Growth	0	0	0	0	0		
Comm Dev+1% Growth	188	81	106	282	150		
Growth Volume Used	188	81	106	282	150		
Total Volume	2049	988	1070	2534	1270		

Lanes	4LD					
LOS D Capacity	3220	1960	1960	3220	1960	1960
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	3400	1960	1960	3400	1960	1960
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I
	Input Data							
	ROAD NAME: Federal Hwy			STATION: 2832			Report Created	
	CURRENT YEAR: 2020			FROM: Northlake Blvd			11/20/2020	
	ANALYSIS YEAR: 2025			TO: Midpoint				
	GROWTH RATE: 4.18%			COUNT DATE: 2/25/2020				
				PSF: 1				

	Link Analysis					
Time Period	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2474	1355	1129	2805	1344	1464
Peak Volume	2474	1355	1129	2805	1344	1464
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2474	1355	1129	2805	1344	1464

Committed Developments							Type	% Complete
Parcel 34.01 A	0	0	0	0	0	0	NR	100%
Northlake Square East	0	0	0	0	0	0	NR	100%
Northlake Promenade	13	5	8	108	56	52	NR	47%
Stewart Toyota Expansion	13	4	9	17	9	8	NR	70%
Dairy Queen	0	0	0	0	0	0	NR	100%
Palm Beach Commons Memory Care	28	16	13	30	16	14	NR	0%
NPB 7-Eleven	9	5	5	12	6	6	NR	0%
Nautilus 211	15	10	5	28	12	16	Res	25%
Total Committed Developments	78	40	40	195	99	96		
Total Committed Residential	15	10	5	28	12	16		
Total Committed Non-Residential	63	30	35	167	87	80		
Double Count Reduction	4	3	1	7	3	4		
Total Discounted Committed Developments	74	37	39	188	96	92		
Historical Growth	562	308	256	637	305	332		
Comm Dev+1% Growth	200	106	97	331	165	167		
Growth Volume Used	562	308	256	637	305	332		
Total Volume	3036	1663	1385	3442	1649	1796		

Lanes	6LD					
LOS D Capacity	4880	2680	2680	4880	2680	2680
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2830	2830	5150	2830	2830
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

### Input Data

ROAD NAME: Federal Hwy STATION: 2832  
 CURRENT YEAR: 2020 FROM: Midpoint  
 ANALYSIS YEAR: 2025 TO: Lighthouse Dr  
 GROWTH RATE: 4.18% COUNT DATE: 2/25/2020  
 PSF: 1

Report Created  
 11/20/2020

### Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2474	1355	1129	2805	1344	1464
Peak Volume	2474	1355	1129	2805	1344	1464
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2474	1355	1129	2805	1344	1464

Committed Developments							Type	% Complete
Parcel 34.01 A	0	0	0	0	0	0	NR	100%
Northlake Square East	0	0	0	0	0	0	NR	100%
Northlake Promenade	13	5	8	108	56	52	NR	47%
Stewart Toyota Expansion	13	4	9	17	9	8	NR	70%
Dairy Queen	0	0	0	0	0	0	NR	100%
Palm Beach Commons Memory Care	28	16	13	30	16	14	NR	0%
NPB 7-Eleven	9	5	5	12	6	6	NR	0%
Nautilus 211	15	10	5	28	12	16	Res	25%
Total Committed Developments	78	40	40	195	99	96		
Total Committed Residential	15	10	5	28	12	16		
Total Committed Non-Residential	63	30	35	167	87	80		
Double Count Reduction	4	3	1	7	3	4		
Total Discounted Committed Developments	74	37	39	188	96	92		
Historical Growth	562	308	256	637	305	332		
Comm Dev+1% Growth	200	106	97	331	165	167		
Growth Volume Used	562	308	256	637	305	332		
Total Volume	3036	1663	1385	3442	1649	1796		

Lanes	6LD					
LOS D Capacity	4880	2680	2680	4880	2680	2680
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	5150	2830	2830	5150	2830	2830
Link Meets Test 2?	YES	YES	YES	YES	YES	YES


















# **APPENDIX “E”**

## **SYNCHRO PRINTOUTS**

# Timings

## 3: Yacht Club Dr & US-1

07/11/2022

								
Lane Group	EBL	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	3	95	0	51	7	939	44	860
Future Volume (vph)	3	95	0	51	7	939	44	860
Turn Type	Perm	Perm	NA	Perm	pm+pt	NA	pm+pt	NA
Protected Phases			4		1	6	5	2
Permitted Phases	8	4		4	6		2	
Detector Phase	8	4	4	4	1	6	5	2
Switch Phase								
Minimum Initial (s)	6.0	6.0	6.0	6.0	4.0	20.0	4.0	20.0
Minimum Split (s)	13.0	13.0	13.0	13.0	11.5	26.5	11.5	26.5
Total Split (s)	50.0	50.0	50.0	50.0	18.0	62.0	18.0	62.0
Total Split (%)	38.5%	38.5%	38.5%	38.5%	13.8%	47.7%	13.8%	47.7%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.5	4.5	4.5	4.5
All-Red Time (s)	3.0	3.0	3.0	3.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0		7.0	7.0	6.5	6.5	6.5	6.5
Lead/Lag					Lead	Lag	Lead	Lag
Lead-Lag Optimize?					Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	C-Max	None	C-Max
Act Effect Green (s)	14.6		14.6	14.6	96.0	91.5	100.9	99.4
Actuated g/C Ratio	0.11		0.11	0.11	0.74	0.70	0.78	0.76
v/c Ratio	0.02		0.63	0.21	0.02	0.29	0.11	0.24
Control Delay	48.0		71.8	5.4	4.4	8.3	4.5	5.4
Queue Delay	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	48.0		71.8	5.4	4.4	8.3	4.5	5.4
LOS	D		E	A	A	A	A	A
Approach Delay			48.5			8.2		5.3
Approach LOS			D			A		A

### Intersection Summary

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green

Natural Cycle: 55

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.63

Intersection Signal Delay: 9.9

Intersection LOS: A

Intersection Capacity Utilization 51.3%

ICU Level of Service A

Analysis Period (min) 15






















Splits and Phases: 3: Yacht Club Dr & US-1



# HCM 6th Signalized Intersection Summary

## 3: Yacht Club Dr & US-1


















07/11/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	0	0	95	0	51	7	939	55	44	860	14
Future Volume (veh/h)	3	0	0	95	0	51	7	939	55	44	860	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	3	0	-8	100	0	-6	7	988	47	46	905	4
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	0	0	524	176	0	135	499	3676	175	465	3956	17
Arrive On Green	0.09	0.00	0.00	0.09	0.00	0.00	0.01	0.74	0.74	0.02	0.75	0.75
Sat Flow, veh/h	1418	1870	0	1418	0	1585	1781	4994	237	1781	5247	23
Grp Volume(v), veh/h	3	-8	-8	100	0	-6	7	673	362	46	587	322
Grp Sat Flow(s),veh/h/ln	1418	1870	1585	1418	0	1585	1781	1702	1828	1781	1702	1866
Q Serve(g_s), s	0.0	0.0	0.0	9.0	0.0	0.0	0.1	8.5	8.5	0.8	6.7	6.7
Cycle Q Clear(g_c), s	0.0	0.0	0.0	9.0	0.0	0.0	0.1	8.5	8.5	0.8	6.7	6.7
Prop In Lane	1.00		0.00	1.00		1.00	1.00		0.13	1.00		0.01
Lane Grp Cap(c), veh/h	0	0	0	176	0	135	499	2505	1345	465	2567	1407
V/C Ratio(X)	0.00	0.00	0.00	0.57	0.00	-0.04	0.01	0.27	0.27	0.10	0.23	0.23
Avail Cap(c_a), veh/h	0	0	0	524	0	524	644	2505	1345	579	2567	1407
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	0.0	0.0	58.5	0.0	0.0	4.4	5.6	5.7	4.1	4.8	4.8
Incr Delay (d2), s/veh	0.0	0.0	0.0	2.9	0.0	0.0	0.0	0.3	0.5	0.1	0.2	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.1	0.0	0.0	6.1	0.0	0.0	0.1	5.2	5.7	0.5	4.0	4.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	0.0	0.0	61.4	0.0	0.0	4.4	5.9	6.1	4.2	5.0	5.1
LnGrp LOS	A	A	A	E	A	A	A	A	A	A	A	A
Approach Vol, veh/h	-13			94			1042			955		
Approach Delay, s/veh	0.0			65.3			6.0			5.0		
Approach LOS	A			E			A			A		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.4	104.5		18.1	9.7	102.2		18.1				
Change Period (Y+Rc), s	6.5	6.5		7.0	6.5	6.5		7.0				
Max Green Setting (Gmax), s	11.5	55.5		43.0	11.5	55.5		43.0				
Max Q Clear Time (g_c+I1), s	2.1	8.7		11.0	2.8	10.5		2.0				
Green Ext Time (p_c), s	0.0	7.3		0.5	0.0	8.8		0.0				
Intersection Summary												
HCM 6th Ctrl Delay	8.2											
HCM 6th LOS	A											

# Timings

## 3: Yacht Club Dr & US-1



07/11/2022

									
Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Configurations									
Traffic Volume (vph)	12	0	79	0	53	38	1187	60	1237
Future Volume (vph)	12	0	79	0	53	38	1187	60	1237
Turn Type	Perm	NA	Perm	NA	Perm	pm+pt	NA	pm+pt	NA
Protected Phases		8		4		1	6	5	2
Permitted Phases	8		4		4	6		2	
Detector Phase	8	8	4	4	4	1	6	5	2
Switch Phase									
Minimum Initial (s)	6.0	6.0	6.0	6.0	6.0	4.0	20.0	4.0	20.0
Minimum Split (s)	13.0	13.0	13.0	13.0	13.0	11.5	26.5	11.5	26.5
Total Split (s)	39.0	39.0	39.0	39.0	39.0	25.0	76.0	25.0	76.0
Total Split (%)	27.9%	27.9%	27.9%	27.9%	27.9%	17.9%	54.3%	17.9%	54.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.5	4.5	4.5	4.5
All-Red Time (s)	3.0	3.0	3.0	3.0	3.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.0		7.0	7.0	6.5	6.5	6.5	6.5
Lead/Lag						Lead	Lag	Lead	Lag
Lead-Lag Optimize?						Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Max	None	C-Max
Act Effect Green (s)	13.8	13.8		13.8	13.8	107.1	102.1	107.9	102.5
Actuated g/C Ratio	0.10	0.10		0.10	0.10	0.76	0.73	0.77	0.73
v/c Ratio	0.10	0.06		0.61	0.25	0.12	0.37	0.20	0.36
Control Delay	56.5	0.3		78.6	7.7	4.4	8.1	4.9	7.9
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	56.5	0.3		78.6	7.7	4.4	8.1	4.9	7.9
LOS	E	A		E	A	A	A	A	A
Approach Delay		20.6		50.0			8.0		7.8
Approach LOS		C		D			A		A

### Intersection Summary

Cycle Length: 140
Actuated Cycle Length: 140
Offset: 0 (0%), Referenced to phase 2:SBTL and 6:NBTL, Start of Green
Natural Cycle: 55
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.61
Intersection Signal Delay: 10.0
Intersection Capacity Utilization 56.2%
Analysis Period (min) 15
Intersection LOS: B
ICU Level of Service B






















### Splits and Phases: 3: Yacht Club Dr & US-1

			
Ø1	Ø2 (R)		Ø4
25 s	76 s		39 s
			
Ø5	Ø6 (R)		Ø8
25 s	76 s		39 s

# HCM 6th Signalized Intersection Summary

## 3: Yacht Club Dr & US-1

07/11/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	12	0	22	79	0	53	38	1187	100	60	1237	21
Future Volume (veh/h)	12	0	22	79	0	53	38	1187	100	60	1237	21
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	13	0	12	83	0	9	40	1249	94	63	1302	11
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	84	0	139	165	0	139	369	3601	271	364	3901	33
Arrive On Green	0.09	0.00	0.09	0.09	0.00	0.09	0.02	0.74	0.74	0.03	0.75	0.75
Sat Flow, veh/h	1406	0	1585	1292	0	1585	1781	4844	365	1781	5222	44
Grp Volume(v), veh/h	13	0	12	83	0	9	40	878	465	63	849	464
Grp Sat Flow(s),veh/h/ln	1406	0	1585	1292	0	1585	1781	1702	1805	1781	1702	1862
Q Serve(g_s), s	1.3	0.0	1.0	8.1	0.0	0.7	0.8	12.5	12.5	1.2	11.8	11.8
Cycle Q Clear(g_c), s	10.3	0.0	1.0	9.1	0.0	0.7	0.8	12.5	12.5	1.2	11.8	11.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.20	1.00		0.02
Lane Grp Cap(c), veh/h	84	0	139	165	0	139	369	2531	1342	364	2543	1391
V/C Ratio(X)	0.16	0.00	0.09	0.50	0.00	0.06	0.11	0.35	0.35	0.17	0.33	0.33
Avail Cap(c_a), veh/h	282	0	362	362	0	362	564	2531	1342	553	2543	1391
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	67.4	0.0	58.7	62.9	0.0	58.6	4.4	6.2	6.2	4.5	6.0	6.0
Incr Delay (d2), s/veh	0.9	0.0	0.3	2.4	0.0	0.2	0.1	0.4	0.7	0.2	0.4	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.9	0.0	0.7	5.4	0.0	0.5	0.5	7.7	8.3	0.7	7.3	8.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	68.3	0.0	59.0	65.2	0.0	58.8	4.6	6.6	6.9	4.7	6.3	6.6
LnGrp LOS	E	A	E	E	A	E	A	A	A	A	A	A
Approach Vol, veh/h	25			92			1383			1376		
Approach Delay, s/veh	63.8			64.6			6.6			6.4		
Approach LOS	E			E			A			A		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.7	111.1		19.3	10.2	110.6		19.3				
Change Period (Y+Rc), s	6.5	6.5		7.0	6.5	6.5		7.0				
Max Green Setting (Gmax), s	18.5	69.5		32.0	18.5	69.5		32.0				
Max Q Clear Time (g_c+I1), s	2.8	13.8		11.1	3.2	14.5		12.3				
Green Ext Time (p_c), s	0.1	12.8		0.4	0.1	13.4		0.0				
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay				8.9								
HCM 6th LOS				A								

**PALM BEACH COUNTY  
TRAFFIC DIVISION**

W.O. # 2020-0188

TO: Michael L. Ehora

DATE: 03/31/2020

FROM: SUNIL GYAWALI

ACCNT:

SIGNATURE: 

ATLAS PAGE: 35C09

DISTRICT: 1

KLP

SUBJECT: YACHT CLUB DR AND US 1  
(SIGNAL & SYSTEM TIMING)

DRAWING #:

INTERSECTION #: 15800

**FROM ENGINEERING OFFICE**

The signal and system timing signed on 03/31/2020 was modified by the ITS Section at the subject location. Updated time sheet including, yellow and red clrs, ped clrs, alt timing plans. Please update the records in the controller cabinet and your files with the attached signal and system timing sheets.

Thank you.

KLP:File

**OPERATIONS OFFICE RESPONSE****RESPONSE REQUIREMENT:**

Assignment of Work	Shop Name	Completion Date/Initial
	Signal	
	Sign	
	Striping	
	Construction	
	Other	

COMMENTS: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

# CONTROLLER TIME SHEET

DATE TIMING INSTALLED: \_\_\_\_\_

INTERSECTION: YACHT CLUB DR AND US 1	CONTROLLER TYPE: NAZTEC
SIGNAL # 15800	SYSTEM # 575

PHASE NUMBER	BOUND	TIMING INTERVAL													
		MIN GREEN	GAP EXT	MAX 1	MAX 2	YEL CLR	RED CLR	WALK	PED CLR	MIN RCL	MAX RCL	PED RCL	PHASE ENABLE	LOCKED CALLS	DETECTOR SETTINGS
1	NBLT	4.0	2.0	20.0		4.5	2.0	0.0	0.0	0			1	0	L1:NORMAL
2	SB	20.0	4.0	45.0		4.5	2.0	5.0	21.0	1			1	1	L2:NORMAL
3															
4	WB	6.0	2.0	25.0		4.0	3.0	7.0	26.0	0			1	0	L4:NORMAL L4R:D/N(10)
5	SBLT	4.0	2.0	20.0		4.5	2.0	0.0	0.0	0			1	0	L5:NORMAL
6	NB	20.0	4.0	45.0		4.5	2.0	5.0	16.0	1			1	1	L6:NORMAL
7															
8	EB	6.0	2.0	25.0		4.0	3.0	7.0	28.0	0			1	0	L8:NORMAL L8R:D/N(5)

PRE-EMPTION TIMING										SPECIAL FUNCTIONS					
	DELAY BEFORE	GREEN BEFORE	PRE-EMPT LOCK	TRACK CLR Φ	TRACK CLR GREEN	DWELL Φ	MIN DWELL	EXIT Φ		START Φ		DUAL ENTRY	DET SWITCH	OUT OF FLASH	INTO FLASH
										2.6	2,4,6,8				
R/R															
BRIDGE															
FIRE STN															
BUS															
										Notes:					
										1. REFER TO SYSTEM TIMING AND ALT TIMING PLANS					
										2. UPDATED TIME SHEET INCLUDING, YELLOW AND RED CLRS, PED CLRS, ALT TIMING PLANS.					
										3.					
										4.					
TIME SHEET CREATED BY: K LANE-PALMER										DATE: 3/24/2020		APPROVED BY: S GYAWALL, P.E.		DATE: 3/31/2020	



# SYSTEM TIMING SHEET

DATE TIMING INSTALLED: \_\_\_\_\_

INTERSECTION:	YACHT CLUB DR AND US 1	CONTROLLER TYPE:	NAZTEC
SYSTEM:		SIGNAL #	15800
		SYSTEM #	575

TOD SCHEDULER											
WEEKDAY				SATURDAY				SUNDAY			
TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN	TIME	PATTERN
0:00	100	7:00	2	0:00	100	8:00	1	0:00	100	8:00	1
9:00	1	15:45	3	19:00	100			19:00	100		
18:00	4	21:00	100								

TIMING PLANS										
PATTERN	1	2	3	4	5	6				
CYCLE LENGTH (SEC)	115	130	140	115						
OFFSET (SEC)	17	28	9	17						
COORDINATED PHASE	2	2	2	2						
SEQUENCE	1	1	1	1						
ALT TIMING PLAN	1	2	3	4						
FORCE-OFF 1 (SEC)	NBLT 20	MODE NON	SPLIT 18	MODE NON	SPLIT 25	MODE NON				
FORCE-OFF 2 (SEC)	SB 56	MAX	73	MAX	76	MAX				
FORCE-OFF 3 (SEC)		NON		NON		NON				
FORCE-OFF 4 (SEC)	WB 39	NON	39	NON	39	NON				
FORCE-OFF 5 (SEC)	SBLT 20	NON	18	NON	25	NON				
FORCE-OFF 6 (SEC)	NB 56	MAX	73	MAX	76	MAX				
FORCE-OFF 7 (SEC)		NON		NON		NON				
FORCE-OFF 8 (SEC)	EB 39	NON	39	NON	39	NON				

Special Features:

1)

2)

3)

TIME SHEET CREATED	K LANE-PALMER	DATE:	3/24/2020
APPROVED BY:	S GYAWALL, P.E.	DATE:	3/31/2020

# [1.1.6.1] ALTERNATE TIMING SHEET

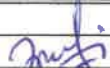
INTERSECTION: YACHT CLUB DR AND US 1											SIGNAL # 15800					SYSTEM # 575					
	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR		MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
ALT TIMING PLAN 1											ALT TIMING PLAN 2										
1	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	1		1	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	1	
2	20.0	4.0	45.0	45.0	4.5	2.0	5.0	21.0	2		2	20.0	4.0	45.0	45.0	4.5	2.0	5.0	21.0	2	
3											3										
4	6.0	2.0	25.0	10.0	4.0	3.0	7.0	26.0	4		4	6.0	2.0	25.0	10.0	4.0	3.0	7.0	26.0	4	
5	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	5		5	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	5	
6	20.0	4.0	45.0	45.0	4.5	2.0	5.0	16.0	6		6	20.0	4.0	45.0	45.0	4.5	2.0	5.0	16.0	6	
7											7										
8	6.0	2.0	25.0	10.0	4.0	3.0	7.0	28.0	8		8	6.0	2.0	25.0	10.0	4.0	3.0	7.0	28.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR		MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR
ALT TIMING PLAN 3											ALT TIMING PLAN 4										
1	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	1		1	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	1	
2	20.0	4.0	45.0	45.0	4.5	2.0	5.0	21.0	2		2	20.0	4.0	45.0	45.0	4.5	2.0	5.0	21.0	2	
3											3										
4	6.0	2.0	25.0	12.0	4.0	3.0	7.0	26.0	4		4	6.0	2.0	25.0	10.0	4.0	3.0	7.0	26.0	4	
5	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	5		5	4.0	2.0	20.0	8.0	4.5	2.0	0.0	0.0	5	
6	20.0	4.0	45.0	45.0	4.5	2.0	5.0	16.0	6		6	20.0	4.0	45.0	45.0	4.5	2.0	5.0	16.0	6	
7											7										
8	6.0	2.0	25.0	12.0	4.0	3.0	7.0	28.0	8		8	6.0	2.0	25.0	10.0	4.0	3.0	7.0	28.0	8	

	MIN GREEN	GAP TIME	MAX 1	MAX 2	YELLOW	RED CLEAR	WALK	PED CLEAR	ASSIGNED PHASE	BIKE CLEAR	ALT TIMING PLAN ASSIGNMENTS	
ALT TIMING PLAN 5												
1											ALT TIMING PLAN 1	PATTERN 1
2											ALT TIMING PLAN 2	PATTERN 2
3											ALT TIMING PLAN 3	PATTERN 3
4											ALT TIMING PLAN 4	PATTERN 4
5											ALT TIMING PLAN 5	
6												
7												
8												

NOTES;	
TIME SHEET CREATED BY:	K LANE-PALMER
APPROVED BY:	S GYAWALI, P.E. 
DATE	3/24/2020
DATE	3/31/2020

# APPENDIX “F”

## SITE PLAN



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

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney  
Jessica Green, Village Clerk

DATE: January 26, 2023

SUBJECT: **ORDINANCE 2nd Reading** – Amending the Village Code Provisions relating to Village Boards and Committees to revise the policies and requirements to provide a term length and yearly rotation for chairpersons, to require the boards and committees to meet monthly and to remove members for excessive absenteeism and disorderly conduct.

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At its December 8, 2022 Workshop Session, the Village Council discussed potential changes to the goals, operations and composition of the Village's boards and committees. The Village Council considered draft revisions to the current Code and provided additional input and guidance.

At its January 12, 2023 meeting, the Village Council adopted the Ordinance on first reading without modification.

**Revisions to Section 2-1 (Boards and Committees):**

Section 2-1 establishes uniform procedures for all Village boards and committees. The Ordinance provides for the following revisions:

- Section 2-1(i)(1) currently provides that all boards and committees shall, at a meeting during the month of May, elect a chairperson, a vice-chairperson, and any other officers as the board deems necessary. The chairperson shall preside at board meetings and shall be the official spokesperson for the board. The language has been revised to add language that the chairperson may only serve a one-year term and that a new chairperson must be elected annually. A person may again serve as chairperson after taking a full year off (similar to the process Council uses to select the Mayor).
- Section 2-1(k)(1) currently provides that all boards and committees shall endeavor to schedule a regular meeting once per month. The language has been revised to eliminate the words "endeavor to".
- Section 2-1(m)(2) currently provides that if any member of a board or committee is absent from three (3) consecutive regular meetings or twenty-five (25) percent of the regular meetings within a twelve-month period (from May 1<sup>st</sup> to April 30<sup>th</sup>), the village clerk shall notify the village council of such absences in writing. Upon consideration of the circumstances pertaining to the member's absences, the village council may retain the member or declare the member's office vacant *and* promptly fill such vacancy for the unexpired term of office. The language has been revised to provide for automatic removal of a member from the board or committee if they are absent from three (3) meetings in one year (from May 1<sup>st</sup> to April 30<sup>th</sup>). The village clerk shall notify the board

or committee member of his or her removal, and the member may appeal to the Village Manager within ten (10) days. The decision of the Village Manager shall be final. Additionally, language has been added to allow the Village Manager to remove a board or committee member for attacking the motives of other members, Village Staff and Village consultants, for making derogatory, abusive, profane, threatening or vulgar remarks or for any other conduct that, in the Village Manager's sole discretion, reflects poorly upon the Village.

**Changes Since First Reading:**

To clarify that the monthly meeting requirement does not apply to the two Pension Boards (which meet quarterly and have final decision-making authority) and the Planning Commission (which generally meets monthly as required and has final decision-making authority over certain development applications, variances and appeals), Section 2-1(k)(1) has been modified to insert the word "advisory" before the term "boards and committees."

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

There is no fiscal impact.

**Recommendation:**

**Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending Section 2-1 of the Village Code to revise the provisions applicable to Village boards and committees to provide a one-year term limit and yearly rotation for chairpersons, to require the boards and committees to schedule monthly meetings, to remove members from boards and committees for three (3) absences during a one-year period (with the ability to appeal to the Village Manager) and to allow the Village Manager to remove members for conduct that reflects poorly on the Village.**

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(c) *Creation of advisory boards.* The village council may, by ordinance, create a board or committee in connection with any function of the village. The ordinance creating such board shall specify the purpose, powers, and duties of the board. Nothing set forth herein shall prevent the village council from creating ad hoc committees of limited duration by resolution.



1  
2 (d) *Records.* Each board and committee shall maintain attendance records and  
3 voting records of each member and shall forward such information to the village clerk.  
4 The records shall include the reason given by the board or committee member for any  
5 absence.  
6

7 (e) *Compensation of members.* Board and committee members shall serve  
8 without compensation except as may be provided by ordinance or resolution of the village  
9 council.  
10

11 (f) *General provisions.* Members of village boards and committees:  
12

13 (1) Shall serve at the pleasure of the village council and may be removed with  
14 or without cause by a vote of the village council;  
15

16 (2) Shall be a resident of the village and maintain residency in the village  
17 during the term of appointment (unless waived by the village council) and  
18 meet such other eligibility requirements as may be established by the  
19 village council;  
20

21 (3) Shall not hold any employment or office in village government or any  
22 contractual relationship with the village;  
23

24 (4) Shall serve on only one village board or committee where membership on  
25 two boards or committees would violate the constitutional dual office-  
26 holding prohibition;  
27

28 (5) Shall not appear before the board or committee on which they serve or the  
29 village council as an agent or attorney on behalf of any person or entity;  
30

31 (6) Shall not have or hold any employment or contractual relationship that  
32 will create a continuing or frequently recurring conflict between their  
33 private interests and the performance of their public duties or that would  
34 impede the full and faithful discharge of their public duties; and  
35

36 (7) Shall not initiate any grievance or complaint against any person appearing  
37 before the board or committee on which they serve without the approval  
38 of the village manager.  
39

40 (h) *Terms of members.*  
41

42 (1) The terms of members shall be established in the ordinance creating the  
43 board or committee. Notwithstanding the foregoing, the village council  
44 may, at the time of appointment, modify the term of any member in order  
45 to provide for staggered terms.  
46

47 (2) Members whose terms have expired shall continue to serve until their  
48 successors are appointed.  
49

- (3) Board and committee members may be reappointed to successive terms.
- (4) Appointments to fill vacancies on any board or committee shall be for the remainder of the unexpired term.
- (i) *Officers.*
- (1) All boards and committees shall, at a meeting during the month of May, elect a chairperson, a vice-chairperson, and any other officers as the board deems necessary. The chairperson shall preside at board meetings and shall be the official spokesperson for the board. The term of the chairperson shall be for one-year, and any person who has served as chairperson for one term shall not serve as chairperson during the following year. However, beginning one year after termination of his or her term as chairperson, he or she may again serve as chairperson.
- (2) The vice-chairperson shall assume the duties of the chairperson in the absence of the chairperson. At any meeting where the chairperson and the vice-chairperson are absent, the board or committee shall appoint a chairperson pro tempore to assume the duties of the chairperson.
- (j) *Rules.* Each board and committee shall adopt rules and regulations regarding the manner of conducting its meetings, which shall be consistent with the rules and regulations prescribed by the village council. Each board and committee shall adhere to the basic rules of parliamentary procedure, which require that:
- (1) All items of business and motions that are properly before the board or committee are fully and freely discussed;
- (2) Only one (1) issue or motion be considered at a time;
- (3) All members direct their remarks to the chairperson and wait to be recognized by the chairperson;
- (4) While majority rules, the rights of the minority are protected by assuring them the ability to speak and vote; and
- (5) All members refrain from making personal remarks or otherwise attacking the motives of other members.
- (k) *Meetings.*
- (1) All village advisory boards and committees shall ~~endeavor to~~ schedule a regular meeting once per month. Meetings shall be held at the call of the chairperson, at such other times as the board or committee may determine, or as otherwise provided by law or ordinance. Special meetings may be called by the chairperson or by written notice signed by a majority of all members and shall not be held unless at least forty-eight (48) hours notice is given to each member and to the village clerk.

- (2) Members shall notify the chairperson if they are unable to attend a meeting. If a quorum will not be present, the scheduled meeting shall be cancelled.
- (3) Minutes shall be kept of the proceedings at each meeting and shall record the official acts taken by the board or committee. Minutes shall be transmitted to, and maintained by, the village clerk.
- (4) All meetings and public hearings of village boards and committees shall be open to the public. All meetings shall be governed by Government-in-the-Sunshine Law, as set forth in F.S. § 286.011.
- (5) Absent exigent circumstances, no board or committee meeting shall begin prior to 5:30 p.m. and all meetings shall be adjourned on or before 11:00 p.m. on the date when the meeting convened.
- (1) *Quorum and required vote.*
- (1) Unless otherwise provided by law or ordinance, a quorum for the transaction of business shall consist of four (4) members.
- (2) The affirmative vote of a majority of those present shall be necessary to take official action. If any motion fails to achieve the affirmative vote of a majority of those present, then such petition or other matter shall be deemed denied.
- (m) *Removal of members.*
- (1) Unless waived by the village council, any member who no longer resides within the village during his or her term shall automatically cease to be a member of the board or committee and shall inform the village clerk's office.
- (2) If any member of a board or committee is absent from three (3) ~~consecutive regular meetings or twenty-five (25) percent of the regular meetings~~ within a twelve-month period (from May 1<sup>st</sup> to April 30<sup>th</sup>), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee ~~village council of such absences in writing. Upon consideration of the circumstances pertaining to the member's absences, the village council may retain the member or declare the member's office vacant and promptly fill such vacancy for the unexpired term of office.~~ Within ten (10) days of receipt of notification of his or her removal, the member may appeal his or removal to the village manager in writing. The decision of the village manager shall be final.
- (3) The village manager may, at his or her discretion, remove a member for: attacking the motives of other board or committee members, members of village staff or village consultants; making derogatory, abusive, profane,

1 threatening or vulgar remarks or comments; or for any other conduct that,  
2 in the village manager's sole determination, reflects poorly upon the  
3 village. The decision of the village manager shall be final.  
4

5 (n) *Resignation of members.* Members of boards or committees may resign at  
6 any time, by submitting a written letter of resignation to the village clerk.  
7

8 (o) *Clerical/technical support.* The village manager may furnish the board or  
9 committee necessary clerical services and technical assistance.  
10

11 (p) *Dissolution of boards.* Unless otherwise provided by law or ordinance, the  
12 village council may dissolve a board or committee if the village council determines that  
13 the board is no longer needed to meet the purposes for which it was established.  
14

15 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the  
16 Village of North Palm Beach.  
17

18 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any  
19 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding  
20 shall not affect the remainder of this Ordinance.  
21

22 Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in conflict  
23 herewith are hereby repealed to the extent of such conflict.  
24

25 Section 6. This Ordinance shall take effect immediately upon adoption.  
26

27 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
28

29 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
30  
31

32 (Village Seal)

\_\_\_\_\_  
MAYOR

34  
35 ATTEST:  
36  
37

\_\_\_\_\_  
VILLAGE CLERK  
39 APPROVED AS TO FORM AND  
40 LEGAL SUFFICIENCY:  
41  
42

\_\_\_\_\_  
VILLAGE ATTORNEY  
43  
44



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

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

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**Environmental Committee Meeting**

**MINUTES**

**Anchorage Park**

**Monday, November 14, 2022**

**6:00 pm**

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:00 pm.
2. Roll Call:  
Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Shawn Woods, Kendra Zellner  
Absent: Ellen Allen, Camille Carroll  
Also Present: Marc Holloway, Field Operations Manager; Alex Ahrenholz, Acting Community Development Director
3. Public Comments: None.
4. The Minutes of the October 10, 2022 regular meeting were approved.
5. Community Garden Proposed Tiki-Hut Committee Questions:
  - a. Wish list
  - b. Priorities
  - c. Budget
  - d. Donations
  - e. Costs
6. Speaker Series: MacArthur Beach State Park Executive Director Veronica Frehm will speak in January. Proposed dates are January 14 or 21.
7. Swale and Private Property Tree Removal Permitting Process:
  - a. Alex Ahrenholz stated that Atlantic Beach has a substantial tree permitting process which he reviewed with the Committee.
  - b. Committee requested a draft tree removal and new residential property tree requirement ordinance from Len.
  - c. Marc Holloway discussed several swale trees that require removal due to infrastructure threat.

- d. Chair Marcus requested addresses and photos of the trees to be removed.
  - e. Chair Marcus requested Marc Holloway research the Abacoa Community root barrier process.
8. Next meetings: the next meeting will be on January 9, 2023 at 6:00 pm at Anchorage Park.
9. Adjournment: the meeting adjourned at 6:51 pm.

**VILLAGE OF NORTH PALM BEACH  
WATERWAYS ADVISORY BOARD MEETING MINUTES  
NOV 22, 2022 5:30 PM**

**I. CALL TO ORDER – Jerry Sullivan**

**II. ROLL CALL – MEMBERS :**

**Jerry Sullivan, Chairman  
Bill Hipple, Vice Chairman  
Bruce Crawford, Secretary  
Mark Michels, Member  
Ed Preti, Member  
Paul Bartlett, Member, excused absence  
George Alger, Member, excused absence**

**III. GUESTS :**

**Debbie Searcy, Mayor and Chuck Huff, Village Manager  
Alex Ahrenholz , Village Community Development Manager  
Mike Abramczyk, Village Marine Patrol  
Returning Guests : Rita Budnik and Lisa Gallagher , Shore Road residents**

**IV. APPROVAL OF MINUTES – approved**

**V. PUBLIC COMMENT – Lisa and Rita reviewed previously presented concerns about vessel speeding and damage to docks and seawalls and No Wake zones and concerns about ever increasingly large boats. Officer Mike briefed us on progress of new No Wake signage. See attached notes from Lisa and Rita.**

**VI. NEW BUSINESS – continued from last years' concerns about ever larger boats docked at homes in NPB**

**A. Ed Preti presented his ideas for limiting boat size in 5 parts :**

**1) Correct the inconsistency in the Code, eg : 5-16, between boat and dock intrusion limited to 30% of canal width in one place and max 25% in other places ; 5-85, and 9-14. Suggest making it all 25% like pilings in all cases**

**2) Limit beam of boats to be within the Code piling limits**

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3) Provisions so that boats do not impeded access to neighboring boats to their docks

4) So as not to overly restrict homeowners with smaller waterfront dimensions; boat lengths to be restricted as follows :

a) Waterfrontage less than 60 feet - boat lengths up to 80% of waterfrontage

b) Waterfrontage between 60-90 feet - boat lengths up to 70% of waterfrontage

c) Waterfrontage over 90 feet - boat lengths up to 60-65% of waterfrontage

5) Limit boat displacement (which is total registered weight on it's title and trackable by the Village) to somewhere in the range of 100 to 200 tons to be researched further so as to better understand the boat sizes being limited.

B. Bill Hipple repeated that Ed's concerns and ideas could be expressed in footprint definitions based on existing and possibly revised Code requirements for pilings and set backs from adjoining properties.

C. Comments from previous meetings : the less quantitative reasons to restrict boat sizes are :

1) larger boats disturb the bottoms of our waterways and undermine seawalls

2) larger boats create more risk of damage to seawalls and nearby properties in a storm due to their large profile to the wind

3) larger boats block views from people's homes

RESOLUTION : Subject to Mark Michels and others' concerns about limiting homeowner property rights , the Board unanimously agreed to recommend that :

If the Village wishes to restrict boat sizes in NPB waterways, the WAB suggests that the above ideas may help the Village create a plan.

VII. OLD BUSINESS – none

VIII. MEMBER COMMENTS : Mark Michel's and other comments and inputs were about being sure we were careful to not infringe on home owners' property rights

**IX. STAFF COMMENTS : Debbie, Chuck and Alex were active participants in the discussions**

**X. ATTACHMENTS :**

**A. Notes from Rita and Lisa**

**B. Copy of Pompano Beach boat size regulations**

**X. ADJOURNMENT**

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Please make  
part of the minutes.

**PUBLIC COMMENT SUBMITTAL**  
**November 22, 2022 Meeting of Village of NPB Waterways Board**

Rita Budnyk  
804 Shore Drive, NPB

- If not already, the North Palm Beach Waterway (Earman River and waterway north of Lighthouse Bridge to the Intracoastal, including lagoons), should be a NO WAKE waterway.
  - If it is a NO WAKE zone, then please post signs clearly stating No Wake.
  - Better enforcement of the no wake and minimum wake zones are needed.
  - Many boaters and jet skiers completely ignore the no wake and minimum wake zones. With the rising tides, the wakes cause damage to docks, sea walls, and property. The water is forced under the docks and the wakes push the boards upward and off the dock. Even with owners raising their docks to seawall level, the wakes created still force water through the higher dock boards, and to lap over the sea walls in some areas. Dock and seawall replacement and repair is very expensive. I emailed photos and videos to the Board.
  - The wakes created by the boats and jet skiers also pose a safety risk to the many paddle boarders and kayakers that also use the waterway. I have witnessed paddleboarders falling into the water due to a boat's wake. I have also witnessed on numerous occasions boats going too fast, and on two occasions, boats almost crashing into my neighbors' docks. Thankfully, people in their backyards shouted warnings to these wayward boaters.
- Please encourage better enforcement of the residential docking code – only the "occupant and his family" may keep his or her boat/watercraft behind his or her home in which he or she actually occupies (lives/resides in).
- Please limit the size of vessels docked behind homes. Require that boats and watercrafts be docked parallel to the back property line and within the 10 foot setback on each side. Perhaps, make an exception for parallel docking for the ends of the side canals where the lots only have a portion on the water. NO PART OF THE BOAT OR WATERCRAFT OR ANY MARINE STRUCTURE SHOULD ENCROACH OVER ANOTHER'S PROPERTY LINE.
- Limit the intensity and amount of marine infrastructure behind residential homes. For example, "No more than two dock pedestals may be located on a residential property in the R-1 zoning district." This will prevent individuals from in reality using residential property zoned for single family residences as a de facto marina. The primary use of the property by code should be single family residence. The docking of one's personal boat behind his or her home is an accessory use.

PLEASE MAKE MY COMMENTS A PART OF THE OFFICIAL MEETING MINUTES.

## § 91.10 DOCKING AND LIVING ABOARD BOATS.

(A) It shall be unlawful for any person to live aboard any boat or other waterborne craft, unless the boat or watercraft is docked at a marina. **LIVE ABOARD BOATS** means any vessel used solely as a residence; or any vessel represented as a place of business, a professional or other commercial enterprise, or a legal residence. However, the definition of **LIVE ABOARD** shall not apply to vessels falling under the definition of **WATER TAXIS** as set forth in § 91.14(A).

(B) The use of docks other than as accessory to the principal residential use of the property in residentially- zoned districts within the city is prohibited. This includes, but shall not necessarily be limited to, the prohibition of boarding cruise parties or charter parties at a dock located at or adjacent to a residentially-zoned property within the city, except that this provision shall not be construed to prohibit such parties on private pleasure craft or the pick-up or drop-off of passengers by a water taxi that has obtained a business tax receipt from the city.

### (C) Dockage.

(1) In canals or waterways adjacent to single- family, multi-family and commercial zoned lots where the property is improved and has been issued a Certificate of Occupancy for single-family, multi-family and commercial use or in canals or waterways adjacent to property which has been improved and issued a Certificate of Occupancy for single-family, multi-family and commercial use, docking of boats or watercraft shall be permitted, provided that no boat or watercraft shall be docked in any canal or waterway in such a manner as to have any part of the boat or watercraft extended within five feet of an extended boundary lot line or encroach into the "navigational channel" as defined in Chapter 151. of Pompano Beach Code

(2) In canals or waterways adjacent to single- family zoned lots where the property is improved and has been issued a Certificate of Occupancy for single-family use or in canals or waterways adjacent to property which has been improved and issued a Certificate of Occupancy for single-family docking of boats or watercraft shall be permitted under the following conditions.

(a) Unless otherwise provided for in this subsection, all boats or watercraft located in any canal or waterway shall be docked parallel to the seawall or shoreline. However, where the seawall or shoreline is curved or does not form a straight line and where it is impossible for the boat or watercraft to be docked parallel to the seawall or shoreline the boat or watercraft shall be docked as parallel as possible.

(b) <sup>Exceptions</sup> The parallel docking restriction for boats or watercraft located in a canal or waterway shall not apply in the following situations; however, all other applicable restrictions must be met:

1. Where the city or other applicable and authorized agency has issued a permit for a dock, wharf, pier, dolphin mooring or other such structure for the purpose of docking of boats or watercraft perpendicular to a seawall or shoreline prior to December 14, 1993, and where the structure is in conformance with the approved plans.

2. Where the property owners along the city have executed and recorded the proper documents as provided for in § 151.03(F).

3. Where a court of competent jurisdiction has adjudicated the docking rights of the adjoining property owners.

4. Any boat or watercraft docked at the terminus of a dead-end canal or waterway. For the purpose of this subsection **TERMINUS** shall mean the ending point of a canal, river, basin or waterway and where the lots located at said ending point have been platted or designed or developed in such a way that the longest shoreline of any lot abutting the canal, river, basin or waterway, is 30 feet or less, and, where it is impossible for said boat or watercraft to be docked parallel to the

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

---

TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: Alex Ahrenholz, Acting Director of Community Development

DATE: January 26, 2023

SUBJECT: **RESOLUTION** – Approving a minor amendment to the Prosperity Village PUD

---

Through the adoption of Ordinance No. 2021-12 on November 18, 2021, the Village Council approved the Prosperity Village Residential Planned Unit Development (PUD). Prosperity Village Development, LLC, the property owner, filed an application to amend the Tree Disposition Plan referenced in the PUD Ordinance. This item was reviewed and tabled at the November 14, 2022 Village Council meeting.

**Analysis:**

Section 3.A of the PUD Ordinance requires the PUD to be developed in accordance with the approved plans referenced therein, including the Tree Disposition Plan. The original Tree Disposition Plan called for the relocation of three (3) live oak trees (numbered 9, 16 and 22) to be placed within the median of the entrance driveway.

The root pruning was completed by a reputable landscape installer and arborist with consistent watering. The trees are still alive after the pruning; however, two of the trees are not healthy enough to survive relocation. The property owner has provided a letter from an arborist to comply with Section 6.O of the PUD Ordinance, which provides as follows:

*The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with ranch grown oaks that are the largest caliper that is reasonably available from local nurseries.*

In accordance with the foregoing, the property owner is required to replace the two oaks with ranch grown oaks that are the largest caliper that is reasonably available from local nurseries. The remaining tree (Number 9) is proposed to be relocated to the western property line between lots 4 and 5 where there is more space. This change in location is due to the large root base of the tree and the smaller size of the landscape island. The arborist has agreed there is a higher likelihood of survival if moved to the proposed location. Consequently, the site will have an overall increase of one (1) live oak.

The application was reviewed by the Planning Commission on November 1, 2022 with a 7-0 vote to approve the application. Staff was recommended to specify replacement trees at a minimum eight (8) inch wide trunk and twenty-five (25) foot overall height. The application was additionally reviewed by the Environmental Committee on January 9, 2023. The result was a 5-0 vote to approve the application with the condition that the replacement trees total the combined size of the two trees lost or fifty-six (56) inches of trunk width to be provided around the site. However, this recommendation would require a modification of the original condition of approval referenced above and cannot be accomplished through the minor amendment process.

*There is no fiscal impact*

**Recommendation:**

Staff recommends approval of the attached Resolution approving a minor amendment to the Prosperity Village Planned Unit Development to modify the Tree Disposition Plan, including the minimum trunk width and overall height for the replacement trees as recommended by the Planning Commission.

**Attachments:**

1. Supporting Materials

## ORDINANCE NO. 2021-12

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, CREATING A RESIDENTIAL PLANNED UNIT DEVELOPMENT TO BE KNOWN AS "PROSPERITY VILLAGE" ON APPROXIMATELY 2.33 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF PROSPERITY FARMS ROAD SOUTH OF ALLAMANDA DRIVE, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, WAIVERS AND CONDITIONS REFERENCED IN THIS ORDINANCE; PROVIDING PROCEDURES FOR FUTURE MODIFICATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Prosperity Village Development, LLC ("Applicant"), property owner, filed an application for the creation of a Residential Planned Unit Development pursuant to Section 45-35.1 of the Village Code of Ordinances for an approximately 2.33-acre parcel of vacant real property located on the west side of Prosperity Farms Road south of Allamanda Drive, as more particularly described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is within the R-1 (Single-Family Dwelling) Zoning District and has a future land use classification of Low Density Residential; and

WHEREAS, the Applicant wishes to construct eleven (11) single-family dwellings on the Property; and

WHEREAS, having considered the recommendation of the Planning Commission, the Village Council determines that the Planned Unit Development application is consistent with the Village's Comprehensive Plan and meets each of the applicable requirements set forth in Section 45-35.1 of the Village Code of Ordinances; and

WHEREAS, the Village Council wishes to approve the creation of the Planned Unit Development in accordance with the plans and specifications submitted by the Applicant, subject to the approved modifications or "waivers" to the Village's land development regulations and the conditions of approval imposed by the Village Council.

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 creates a Residential Planned Unit Development to be known as "Prosperity Village" on approximately 2.33 acres of vacant real property legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 3. The Applicant shall develop the Prosperity Village PUD in accordance with the following plans and specifications on file with the Village's Community Development Department:



- A. Plans prepared by Cotleur & Hearing consisting of eight (8) sheets:
- 1 Cover Page dated April 7, 2021 and last revised on October 14, 2021
  - 2 Site Plan dated April 7, 2021 and last revised on October 14, 2021
  - 3 Queuing Plan dated April 7, 2021 and last revised on October 14, 2021
  - 4 Site Details dated April 7, 2021 and last revised on October 14, 2021
  - 5 Typical Site Layout dated April 7, 2021 and last revised on September 9, 2021
  - 6 Landscape Plan dated April 7, 2021 and last revised on October 14, 2021
  - 7 Landscape Details dated April 7, 2021 and last revised on October 14, 2021
  - 8 Tree Disposition Plan dated April 7, 2021 and last revised on October 14, 2021
- B. Design and Diversity Criteria for Prosperity Village dated October 10, 2021 consisting of nine (9) pages
- C. Preliminary Plat prepared by Lidberg Land Surveying, Inc. dated June 24, 2021 and consisting of two (2) sheets.

Section 4. In approving the Prosperity Village PUD, the Village Council hereby grants the following minor modifications or “waivers” from the requirements of the Village’s land development regulations (as depicted in the approved plans referenced in Section 3 above):

- A. Waiver from Section 45-27(D) of the Village Code to: reduce the required front setback from twenty-five feet (25’) to twenty feet (20’); reduce the required rear setback from twenty feet (20’) to ten feet (10’); reduce the side setback from ten feet (10’) to five feet (5’); and reduce the side street setback from twenty feet (20’) to ten feet (10’).
- B. A waiver from Section 45-27(C) of the Village Code to reduce the minimum lot width from seventy-five feet (75’) to fifty-five feet (55’).
- C. A waiver from Section 45-27(C) of the Village Code to reduce the minimum lot area from seven thousand five hundred (7,500) square feet to five thousand six hundred and eighty-one square feet (5,681) square feet.
- D. A waiver from Section 45-36(D) of the Village Code to increase the height of a fence within the front setback from four feet (4’) to six feet (6’) within the right-of-way landscape buffer along Prosperity Farms Road.

Section 5. To the extent not modified in Section 4 above, Applicant shall develop, operate and maintain the Property in accordance with all Village Code requirements. The Property shall not be subject to the Zoning in Progress set forth in Ordinance No. 2021-10. Additionally, the Applicant shall obtain all required permits and approvals from all regulatory agencies with jurisdiction over the Property and shall comply with the conditions attached to such permits and approvals.

Section 6. The Village Council’s approval of the Prosperity Village PUD is subject to the following additional conditions:

- A. The electric entry gate shall match the gate shown in the renderings provided.

- B. A drainage easement shall be recorded with or dedicated on the final plat in the swale area shown along the western and northern property lines. This easement shall be maintained by the homeowner's association ("HOA") and shall specifically limit the installation of permanent structures and impervious surfaces in this area. The HOA's maintenance responsibility shall be referenced in the HOA's Declaration of Restrictive Covenants ("HOA Declaration").
- C. The "park" shown on the south side of property shall be a publicly accessible easement recorded with or dedicated on the final plat and shall be maintained by the HOA. The HOA's maintenance responsibility shall be referenced in the HOA Declaration. The owner of the adjacent lot (Lot 7) shall not encroach into the easement with physical structures nor remove any of the vegetation. If any trees or shrubs are removed during construction, they shall be replaced.
- D. The 3,000 square foot "open space park" shown in the northeast corner of the Property shall be open to the public from sunrise to sunset. The open space park shall be an easement recorded with or dedicated on the final plat and shall be maintained by the HOA. The HOA's maintenance responsibility shall also be referenced in the HOA Declaration.
- E. The HOA shall be responsible for the maintenance of concrete pavers installed within the Prosperity Farms Road right-of-way adjacent to the Property and the HOA's maintenance responsibility shall be referenced in the HOA Declaration.
- F. Irrigation plans shall be provided before approval/issuance of the infrastructure permit.
- G. Applicant shall receive driveway access approval from the Palm Beach County Traffic Division prior to the issuance of the first building permit. The Applicant shall preserve the existing median on Prosperity Farms Road during the County permitting process.
- H. Prior to issuance of site development permit, the Applicant shall ensure that the storm water management report identifies whether the site will be bermed to contain the 25-year storm, or if the stormwater attenuation will be based on a pre-development versus post-development analysis for the SFWMD 25-year storm discharge criteria.
- I. Prior to approval of final civil plans, a five (5) percent slope shall be provided from the front building foundation of the dwelling units to the crown of the road as an approved method of diverting water away from the foundation.
- J. Prior to the issuance of the first building permit for vertical construction, the final plat shall be approved by Village Council in accordance with Section 36-14 of the Village Code of Ordinances.
- K. All infrastructure, including but not limited to fire hydrants, street lights and storm drains, depicted on the approved Site Plan shall be maintained by the HOA. The HOA's maintenance responsibility shall be referenced in the HOA Declaration.
- L. Prior to issuance of first permit of vertical construction, a copy of the Declaration of Restrictive Covenants (HOA Declaration) shall be submitted to the Community

Development Director and Village Attorney for approval and review of compliance with these conditions of approval.

- M. Prior to the issuance of the first infrastructure permit, Applicant shall provide the Village with a performance bond, letter of credit, escrow agreement or other acceptable surety agreement in a form and in an amount approved by the Village Attorney to assure completion of on-site roadways, drainage and utility improvements. As improvements are completed and accepted by the Village, the amount of the performance bond, letter of credit, escrow agreement or other acceptable surety may be reduced by a proportionate amount as determined by the Village Manager in consultation with the Village Engineer.
- N. If any significant archeological resources are found on site during development and construction, the Applicant shall notify Village Staff and follow the procedures outlined in Section 21-104 of the Village Code of Ordinances.
- O. The Applicant shall relocate and preserve existing native trees shown on the approved tree disposition plan. If the oak trees do not survive relocation or preservation, they shall be replaced with ranch grown oaks that are the largest caliper that is reasonably available from local nurseries.
- P. Any and all Gopher Tortoises located on site shall be relocated offsite in accordance with Florida Fish and Wildlife Conservation Commission ("FWC") requirements and procedures.
- Q. Vertical building construction permits shall not be approved until the Building Official determines that the underground water mains and fire hydrants are installed, completed, and in service at a satisfactory level.
- R. All residential units shall be constructed in conformance with the approved Design and Diversity Criteria referenced in Section 3.B above.
- S. The green vinyl chain-link fence shown on west and north property lines shall be set two (2) feet into the ground to prevent gopher tortoises from entering the site from adjacent properties.
- T. A centralized mailbox facility shall be provided at the request of the U.S. Postal Service. The Applicant shall provide the location on site plan prior to the issuance of vertical construction permits.
- U. The Applicant shall be bound by all oral and written representations made both on the record and as part of the application process irrespective of whether such representations are included in this Ordinance as formal conditions.

Section 7. A violation of any of the requirements or conditions of this Ordinance shall be enforced in the same manner as a violation of a Village Code provision or a Village Ordinance. The Village Council hereby grants the Code Enforcement Special Magistrate jurisdiction to preside over any violations of this Ordinance in accordance with Article VI, Chapter 2 of the Village Code.

Section 8. The Village Council may approve minor modifications to the Planned Unit Development by resolution without the necessity of review by the Planning Commission, advertisement or public hearing. The following modifications shall not be considered minor:

- A. Any increase in the number of residential dwelling units;
- B. Any change in the method of physical access to the Property;
- C. Any additional waiver of the Village's land development regulations; or
- D. Any modification to the conditions of approval.

Section 9. Each of the conditions and requirements of this Ordinance shall be binding upon the Applicant and its successors in interest or assigns and shall be deemed covenants running with the land. The HOA Declaration shall include a statement that the Property shall be developed in accordance with the conditions and requirements of this Ordinance.

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

Section 11. All ordinances, resolutions or prior development permits or approvals relating to the Property in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

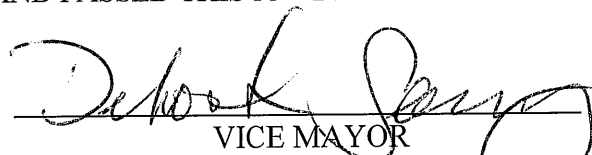
Section 12. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS 28<sup>TH</sup> DAY OF OCTOBER, 2021.

PLACED ON SECOND, FINAL READING AND PASSED THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2021.



  
VILLAGE CLERK

  
VICE MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
VILLAGE ATTORNEY

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR AMENDMENT TO THE PROSPERITY VILLAGE RESIDENTIAL PLANNED UNIT DEVELOPMENT TO MODIFY THE TREE DISPOSITION PLAN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the enactment of Ordinance No. 2021-12 on November 18, 2021 (“PUD Ordinance”), the Village Council approved the Prosperity Village Residential Planned Unit Development (“PUD”); and

WHEREAS, Section 8 of the PUD Ordinance provides that the Village Council may approve minor modifications to the PUD by resolution without the necessity of review by the Planning Commission, advertisement or public hearing; and

WHEREAS, the property owner, Prosperity Village Development, LLC, is requesting a modification to the approved Tree Disposition Plan to relocate one live oak from the entry island to the west side of the property; and

WHEREAS, the Village Council determines that the request meets the definition of a minor amendment to the PUD and 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. As authorized by Section 8 of Ordinance No. 2021-12, the Village Council hereby approves a minor modification to the Prosperity Village Residential Planned Unit Development to adopt a modified Tree Disposition Plan prepared by Cotleur & Hearing last revised on October 27, 2022, a copy of which is attached hereto and incorporated herein by reference. The replacement trees shall have a minimum trunk width of eight inches (8”) and a minimum overall height of twenty-five feet (25’).

Section 3. To the extent not expressly modified herein, all other elements of the approved PUD, as previously amended, shall remain in full force and effect.

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

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

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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



TREE DISPOSITION CHART

TREE NUMBER	TREE	DBH (IN)	REMARKS	ACTION
1	LIVE OAK	21	FAIR QUALITY, CORRECTIVE PRUNING NEEDED	PRESERVE IN PLACE
2	LIVE OAK	10	POOR CONDITION, CANOPY STRUCTURE AND HEALTH	REMOVE
3	LIVE OAK	21	40% ARBORIST RATING, VERY POOR CONDITION	REMOVE
4	LIVE OAK	67	40-45% ARBORIST RATING, VERY POOR CONDITION, HEAVY DECLINE, TRUNK ROT AND BLEEDING THROUGHOUT.	REMOVE
5	LIVE OAK	18	POOR CONDITION, TRUNK HAS SPIRAL FRACTURE, ONE SIDED CANOPY NOT APPARENT IN TRUNK	REMOVE
6	LIVE OAK	23	HEAVY CANOPY DECAY IN CANOPY AND TRUNK. WOULD NOT SURVIVE RELOCATION	REMOVE
7	LIVE OAK	12	POOR CONDITION, CANOPY STRUCTURE AND HEALTH	REMOVE
8	LIVE OAK	15	POOR CONDITION, CANOPY STRUCTURE AND HEALTH	REMOVE
9	LIVE OAK	11	RELOCATED TO BUFFER BETWEEN LOT 4 AND 5	RELOCATED
10	LIVE OAK	14	POOR CONDITION, STRUCTURE AND HEALTH	REMOVE
11	LIVE OAK	15	POOR CONDITION, STRUCTURE AND HEALTH	REMOVE
12	LIVE OAK	16	POOR CONDITION, STRUCTURE AND HEALTH	REMOVE
13	LIVE OAK	17	POOR CONDITION, TOO CLOSE TO #14	REMOVE
14	LIVE OAK	19	POOR CONDITION, TOO CLOSE TO #13	REMOVE
15	LIVE OAK	32	POOR CONDITION, TRUNK ISSUES	REMOVE
16	LIVE OAK	30	REPLACE WITH RANCH GROWN OAK	REMOVE
17	LIVE OAK	28	45% ARBORIST RATING, VERY POOR CONDITION	REMOVE
18	LIVE OAK	21	FAIR TO POOR CONDITION, NOT VIABLE FOR RELOCATION	PRESERVE IN PLACE IF POSSIBLE
19	LIVE OAK	20	HEAVILY ONE SIDED CANOPY, NOT POSSIBLE TO RELOCATE	REMOVE
20	LIVE OAK	15	HEAVILY ONE SIDED CANOPY, NOT POSSIBLE TO RELOCATE	REMOVE
21	LIVE OAK	18	FAIR TO GOOD CONDITION	PRESERVE IN PLACE
22	LIVE OAK	22	REPLACE WITH RANCH GROWN OAK	REMOVE
23	LIVE OAK	26	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
24	LIVE OAK	14	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
25	LIVE OAK	42	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
26	LIVE OAK	6	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
27	LIVE OAK	12	PRESERVE IN PLACE, RELOCATION OR REMOVAL WOULD CAUSE SIGNIFICANT OFF SITE DISTURBANCE	PRESERVE IN PLACE
28	LIVE OAK	29	POOR CONDITION, HEAVILY ONE SIDED CANOPY, NOT VIABLE FOR RELOCATION	REMOVE
29	LIVE OAK	42	POOR CONDITION, HEAVILY ONE SIDED CANOPY, NOT VIABLE FOR RELOCATION	REMOVE
30	LIVE OAK	10	VERY POOR QUALITY, CLUSTERED	REMOVE
31	LIVE OAK	12	VERY POOR QUALITY, CLUSTERED	REMOVE
32	LIVE OAK	5	VERY POOR QUALITY, CLUSTERED	REMOVE
33	LIVE OAK	4	VERY POOR QUALITY, CLUSTERED	REMOVE
34	LIVE OAK	21	VERY POOR QUALITY, CLUSTERED	REMOVE
35	LIVE OAK	10	VERY POOR QUALITY, CLUSTERED	REMOVE
36	LIVE OAK	16	POOR QUALITY, HEAVILY ONE SIDED CANOPY	REMOVE
	LIVE OAK		3 RELOCATED OAKS, 8 PRESERVED IN PLACE, 25 REMOVALS	

PALM NUMBER	PALM	DBH (IN)	REMARKS	ACTION
37	CABBAGE PALM	15	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
38	CABBAGE PALM	12	FAIR TO POOR CONDITION	REMOVE
39	CABBAGE PALM	13	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
40	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
41	CABBAGE PALM	12	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
42	CABBAGE PALM	14	FAIR TO POOR CONDITION	REMOVE
43	CABBAGE PALM	13	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
44	CABBAGE PALM	12	FAIR TO POOR CONDITION	REMOVE
45	CABBAGE PALM	9	THIN TRUNK, FAIR TO POOR CONDITION	REMOVE
46	CABBAGE PALM	11	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
47	CABBAGE PALM	8	THIN TRUNK, FAIR TO POOR CONDITION	REMOVE
48	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
49	CABBAGE PALM	11	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
50	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
51	CABBAGE PALM	11	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
52	CABBAGE PALM	11	EVIDENCE OF TRUNK ROTTING/ DAMAGE, FAIR TO POOR CONDITION	REMOVE
53	CABBAGE PALM	10	FAIR TO POOR CONDITION	REMOVE
54	CABBAGE PALM	10	EVIDENCE OF TRUNK ROTTING/ DAMAGE, FAIR TO POOR CONDITION	REMOVE
55	CABBAGE PALM	9	THIN TRUNK, FAIR TO POOR CONDITION	REMOVE
56	CABBAGE PALM	10	FAIR TO POOR CONDITION	REMOVE
57	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
58	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
59	CABBAGE PALM	12	FAIR TO POOR CONDITION	REMOVE
60	CABBAGE PALM	13	FAIR TO POOR CONDITION	REMOVE
61	CABBAGE PALM	9	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
62	CABBAGE PALM	13	FAIR TO POOR CONDITION	REMOVE
63	CABBAGE PALM	10	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
64	CABBAGE PALM	13	FAIR TO POOR CONDITION	REMOVE
65	CABBAGE PALM	14	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
66	CABBAGE PALM	12	EVIDENCE OF TRUNK ROTTING/ DAMAGE, FAIR TO POOR CONDITION	REMOVE
67	CABBAGE PALM	10	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
68	CABBAGE PALM	10	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
69	CABBAGE PALM	14	EVIDENCE OF TRUNK ROTTING, FAIR TO POOR CONDITION	REMOVE
70	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
71	CABBAGE PALM	14	FAIR TO POOR CONDITION	REMOVE
72	CABBAGE PALM	11	FAIR TO POOR CONDITION	REMOVE
73	SEAGRAPE	24	FAIR TO POOR CONDITION THIN CANOPY	REMOVE
	CABBAGE PALM		35 REMOVALS, REPLACE WITH BETTER QUALITY SABAL PALMS PER LANDSCAPE PLAN.	

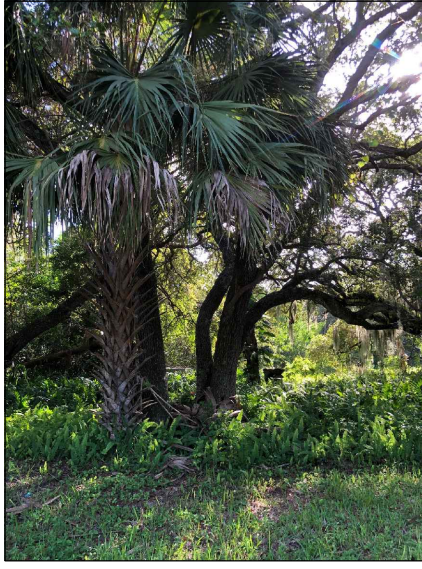
REPRESENTATIVE PHOTOS OF EXISTING TREE CONDITIONS



OAK TREE WITH POOR STRUCTURE / SPIRAL FRACTURE



EXISTING CONDITIONS / SPARSE CANOPY



OAK TREE WITH ONE SIDED CANOPY, POOR STRUCTURE



OAK TREE WITH TRUNK BLEED, THIN CANOPY

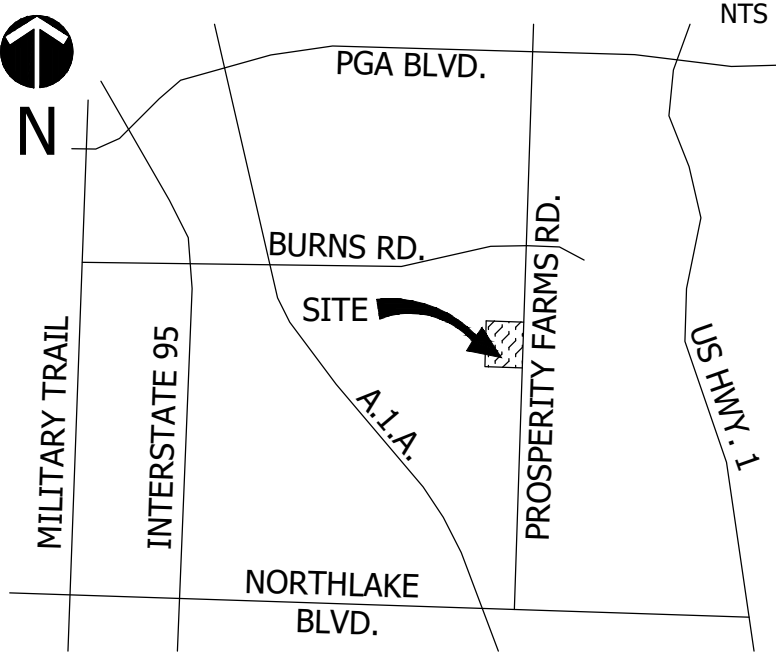


OAK TREE TO BE PRESERVED, NOTE PROXIMITY TO ADJACENT PROPERTY



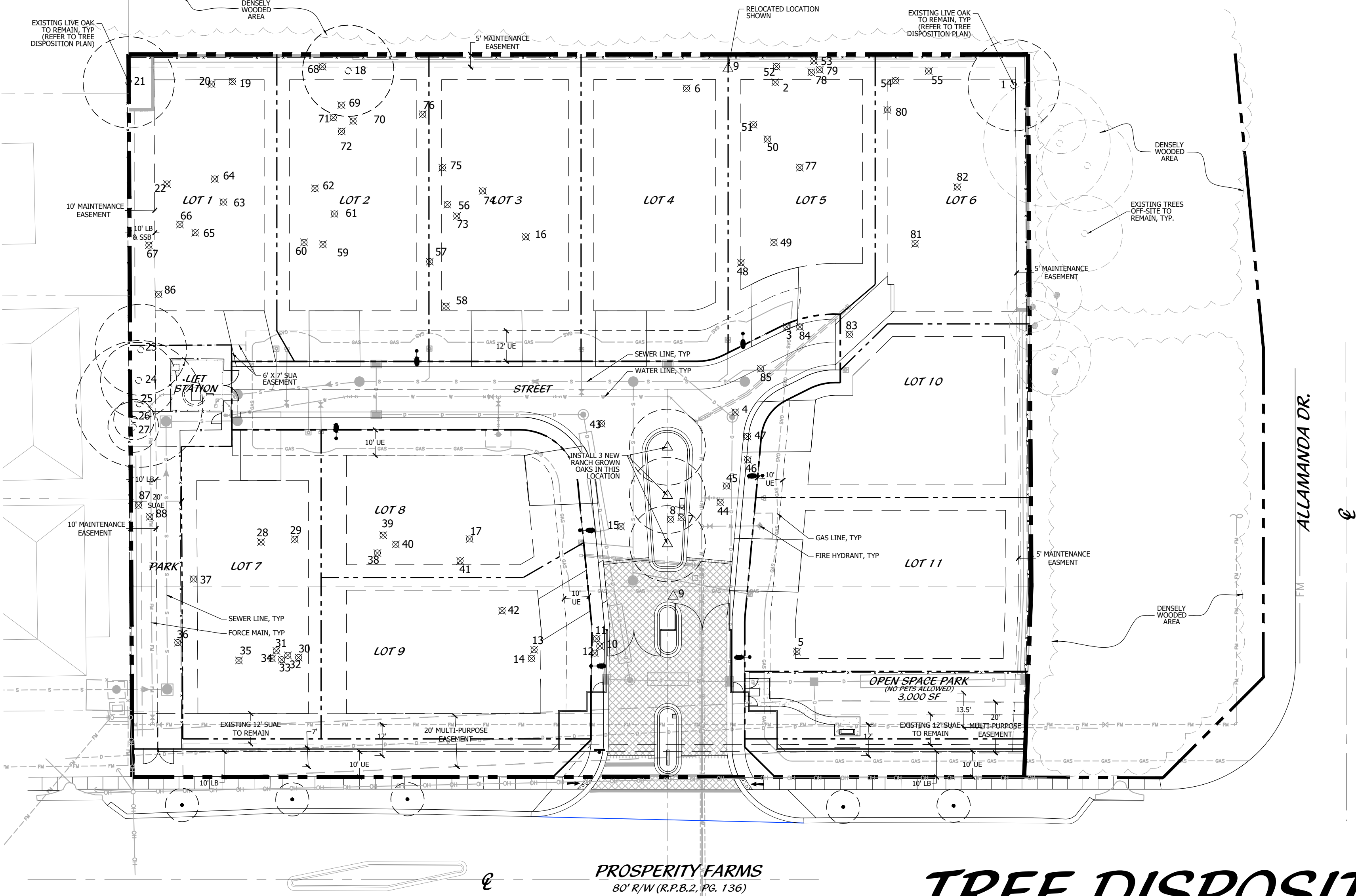
OAK TREE WITH TRUNK DECAY, ONE SIDED CANOPY, POOR STRUCTURE

LOCATION MAP

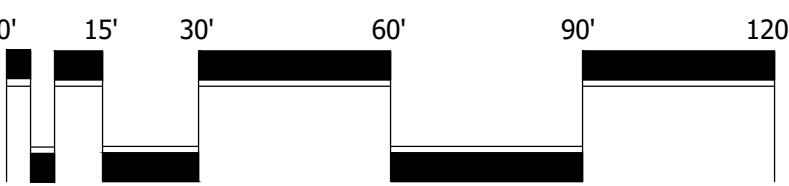


EXISTING TREE LEGEND

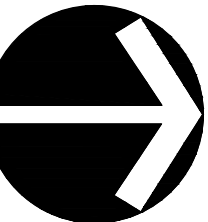
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE RELOCATED ON SITE
- NEW LOCATION OF RELOCATED TREE
- EXISTING TREE TO BE REMOVED
- EXISTING PALM TO REMAIN



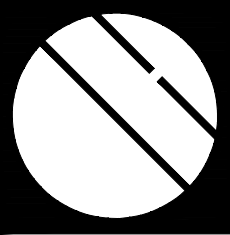
TREE DISPOSITION PLAN



Scale: 1" = 30'-0"



North



Cotleur & Hearing

Landscape Architects  
Land Planners  
Environmental Consultants

1934 Commerce Lane  
Suite 1  
Jupiter, Florida 33458  
561.747.6336 · Fax 747.1377  
www.cotleurhearing.com  
Lic# LC26000535

PROSPERITY VILLAGE

North Palm Beach, Florida

DESIGNED	DEH
DRAWN	JAE
APPROVED	DEH
JOB NUMBER	21-0303
DATE	06-24-21
REVISIONS	07-06-21
12-20-21	07-28-21
01-28-22	08-11-21
02-04-22	08-30-21
03-31-22	09-14-21
10-27-22	10-14-21

October 27, 2022 9:21:27 a.m.  
Drawing: 210303\_LP-10-27.DWG

SHEET 8 OF 8  
© COTLEUR & HEARING, INC.  
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Keith Davis, Fleet Manager

DATE January 26, 2023

SUBJECT: **RESOLUTION – Approving the purchase of one Turtle Top Terra Transit Bus for the Parks Department pursuant to pricing established in an existing TIPS Cooperative Purchasing Agreement**

---

Village Staff is seeking Council consideration and adoption of the attached Resolution approving the purchase of one Turtle Top Terra Transit Bus for use by the Parks Department pursuant to pricing established in a TIPS (The Interlocal Purchasing System) cooperative purchasing agreement for New Buses and other Transportation Vehicles (Contract No. 200206).

During the Fiscal Year (FY) 2023 budgetary process, each Department identified its need for vehicles. The Leisure Services Bus was identified to be replaced in FY 2023. The existing 2013 bus is intended to repurposed for use by the Police Department.

The following vehicle is requested to be purchased during Fiscal Year 2023:

Leisure Services Department Vehicle (Total Purchase Price for one (1) vehicle)

Vendor: ABC Companies (ABC Texas Bus Sales, Inc.)  
Vehicle: 2023 Turtle Top Terra Transit E 450 (Bus)  
Pricing: TIPS Contract Number 200206 (Vehicle – Annual Contract).

The cost breakdown by vehicle is shown in the table below:

	ABC Companies	
Bus	2023 Turtle Top E 450	\$123,861.00
<b>Total</b>		<b>\$123,861.00</b>

Funding:

This purchase will be funded utilizing the American Rescue Plan Act (ARPA) monies.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
American Rescue Plan Act (ARPA)	ARPA Expense	Q5541-66410	Automotive	\$123,861.00



The attached Resolution has 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 the purchase of one Parks Department vehicle acquired from ABC Texas Bus Sales, Inc. d/b/a ABC Companies pursuant to pricing established in an existing TIPS cooperative purchasing agreement at a total cost of \$123,861.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive), and authorizing the Interim Village Manager to execute the necessary agreements and related documents**

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE TURTLE TOP TERRA TRANSIT BUS FROM ABC TEXAS BUS SALES, INC. D/B/A ABC COMPANIES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING TIPS COOPERATIVE PURCHASING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the purchase of one Turtle Top Terra Transit E 450 Bus from ABC Texas Bus Sales, Inc. d/b/a ABC Companies pursuant to pricing established in an existing TIPS (The Interlocal Purchasing System) cooperative purchasing agreement (Contract No. 200206); and

WHEREAS, the Village's purchasing policies and procedures authorize purchases pursuant to current cooperative purchase contract; 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 one Turtle Top Terra Transit E 450 Bus from ABC Texas Bus Sales, Inc. d/b/a ABC Companies pursuant to pricing established in an existing TIPS (The Interlocal Purchasing System) cooperative purchasing agreement (Contract No. 200206). The total cost of the purchase shall not exceed \$123,861.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive). The Village Council further authorizes the Interim 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 \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

# TIPS VENDOR AGREEMENT

Between ABC Texas Bus Sales, Inc. and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 200206 New Buses and other Transportation Vehicles**

## General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

## **Agreements**

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

## **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

## **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

## **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

## **Term and Renewal of Agreements**

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

**Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

## **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

## **Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall

notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

### **Invoices**

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized



signatory of TIPS.

### **Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

### **Site Requirements (*only when applicable to service or job*)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Safety Measures**

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

## **Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

## **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

## **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

## **Legal obligations**

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-

compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

#### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

#### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

#### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

#### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

#### **Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

## Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

## Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

## SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

## STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 200206 New Buses and other Transportation Vehicles

Company Name ABC Texas Bus Sales, Inc.

Address 1702 S. Great Southwest Parkway

City Grand Prairie State TX Zip 75051

Phone 800-222-2877 Fax 972-206-2262

Email of Authorized Representative Bids@ABC-Companies.com

Name of Authorized Representative Jay Oakman

Title Senior Vice President Commercial Operations

Signature of Authorized Representative 

Date 3/27/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 6/25/2020



## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.





- Home
- Bids
- Suppliers
- Reports
- Admin

Edit Supplier Response - ABC Texas Bus Sales, Inc.

Return   Response Date   No Bid   History

Bid Number	200206 Addendum 1 (New Buses and other Transportation Vehicles)
Close Date & Time	3/30/2020 03:00:00 PM (CT)
Bid Duration	1 month 24 days
Response Status	<i>NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.</i>

- Event Details
- Attachments
- Attributes
- Response Attachments
- Response Submission

Bid Attributes

Save   Save & Next   Error Check   Response Total: \$0.00

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#	Attribute	Response
1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	<input type="text" value="NO"/> *
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a>  Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	<input type="text" value="No"/> *
3	Yes - No The Vendor can provide services and/or products to all 50 US States?	<input type="text" value="Yes - All 50 States"/> *
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	<div>Maximum 4000 characters allowed</div>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS	*

contract. (Limit 750 characters.)		ABC Texas Bus Sales, Inc. is a leading provider to the transportation industry with diverse product and service offerings that cover a full spectrum of operational needs.
6	Primary Contact Name Primary Contact Name	Jay Oakman *
7	Primary Contact Title Primary Contact Title	Senior Vice President Commercial Operations *
8	Primary Contact Email Primary Contact Email	Bids@ABC-Companies.com *
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-222-2877 *
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-206-2262
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	Maximum 1000 characters allowed
12	Secondary Contact Name Secondary Contact Name	Ellen Muratovic *
13	Secondary Contact Title Secondary Contact Title	Business Development Coordinator *
14	Secondary Contact Email Secondary Contact Email	Bids@ABC-Companies.com *
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4072873010 *
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4079057020
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	Maximum 1000 characters allowed
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Ellen Muratovic *
19	Admin Fee Contact Email Admin Fee Contact Email	Bids@ABC-Companies.com *
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4072873010 *
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Ellen Muratovic *
22	Purchase Order Contact Email Purchase Order Contact Email	Bids@ABC-Companies.com *
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions)	4072873010 *

Example: 8668398477	
24 Company Website Company Website (Format - www.company.com)	<div>http://www.ABC-Companies.com</div>
25 Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	<div>42-1673888</div>
26 Primary Address Primary Address	<div>1702 S. Great Southwest Parkway</div> *
27 Primary Address City Primary Address City	<div>Grand Prairie</div> *
28 Primary Address State Primary Address State (2 Digit Abbreviation)	<div>TX</div> *
29 Primary Address Zip Primary Address Zip	<div>75051</div> *
30 Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	<div>Van Hool, MCI, Prevost, Setra, New Flyer, new coach sales, coach sales, pre-owned bus, used bus, bus sales, bus, motorcoach, motor coach, new bus</div> *



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Bid Attributes

Save

Save & Next

Error Check

Response Total: \$0.00

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#	Attribute	Response
31	<p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?</p>	<div>Yes</div> *
32	<p>Yes - No</p> <p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p>	<div>Yes</div> *

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

33	Company Residence (City) Vendor's principal place of business is in the city of?	<div>Grand Prairie</div>	*
34	Company Residence (State) Vendor's principal place of business is in the state of?	<div>TX</div>	*
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT  CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.  What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.  Must answer with a number between 0% and 100%.	<div>0 %</div>	*
36	TIPS Administration Fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	
37	Yes - No Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?	<div>Agreed</div>	*
TIPS/ESC Region 8 is required by Texas			

	Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	
38	Yes - No Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	<div>Yes</div> *
39	Years experience in category of goods or services Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	<div>40</div> *
40	Resellers: Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.  EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.  (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	<div>No</div> *
41	Pricing discount percentage are guaranteed for? Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	<div>YES</div> *
42	Right of Refusal Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	<div>Yes</div> *
43	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.</p>

	Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
44	<div><div>CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO</div><div><div>No</div><div>*</div></div></div> <div><p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.</p><p>You may find the Blank CIQ form on our website at:</p><p>Copy and Paste the following link into a new browser or tab:</p><p><a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a></p><p>There is an optional upload for this form provided if you have a conflict and must file the form.</p></div>
45	<div><div>Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?</div><div><div>No</div></div></div>
46	<div><div>Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.</div><div><div>Yes, I agree</div><div>*</div></div></div>
47	<div><div>Regulatory Standing Regulatory Standing explanation of no answer on previous question.</div><div><div>Maximum 4000 characters allowed</div></div></div>
48	<div><div>Antitrust Certification Statements (Tex. Government Code § 2155.005)</div><div><p>By submission of this bid or proposal, the Bidder certifies that:</p><p>I affirm under penalty of perjury of the laws of the State of Texas that:</p><p>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</p><p>(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. &amp; Comm. Code Chapter 15;</p><p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p><p>(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</p></div></div>
49	<div><div>Suspension or Debarment Instructions</div><div>Instructions for Certification:</div></div>



1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification  
By answering yes, you certify that no federal  
suspension or debarment is in place, which

Yes, I certify \*

would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification ☒ Yes, I certify \*

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S.

Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52	2 CFR PART 200 Contract Provisions Explanation	<p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p>
53	2 CFR PART 200 Contracts Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	<div><div>Yes, I agree</div><div>*</div></div> <p>Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p>

Does vendor agree?		
54	<p>2 CFR PART 200 Termination</p> <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p>	<div>Yes, I agree</div> <div>*</div>
Does vendor agree?		
55	<p>2 CFR PART 200 Clean Air Act</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p>	<div>Yes, I agree</div> <div>*</div>
Does vendor agree?		
56	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the</p>	<div>Yes, I agree</div> <div>*</div>

required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

57

2 CFR PART 200 Federal Rule Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Yes, I certify

\*

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

58

2 CFR PART 200 Procurement of Recovered Materials  
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

Yes, I certify

\*

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 Certification Regarding Lobbying  
Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

I HAVE NOT Lobbied per above \*

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

60 If you answered "I HAVE lobbied" to the above If you answered "I HAVE lobbied" to the above Attribute question, you

Attribute Question

must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.





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Bid Attributes

Save

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Response Total: \$0.00

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#	Attribute	Response
61	<p>Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</p> <p>Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?</p> <p>IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.</p>	<div>YES</div> *
62	<p>ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p>	<div>YES</div>

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

63 Indemnification  
The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

☒ Yes, I Agree \*

64 Remedies  
The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any

\*

Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

65 Remedies Explanation of No Answer

Maximum 4000 characters allowed

66 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Agreed \*

Do you agree to these terms?

67 Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Agreed \*

Do you agree to these terms?

68 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees,

Yes, I Agree \*

<p>officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	
69	<div><div>Infringement(s) Explanation of No Answer</div><div>Maximum 4000 characters allowed</div></div>
70	<div><div>Contract Governance</div><div>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</div><div><input checked="" type="checkbox"/> Yes, I Agree *</div></div>
71	<div><div>Payment Terms and Funding Out Clause</div><div>Payment Terms:</div><div>TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</div><div>Funding Out Clause:</div><div>Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</div><div>See statute(s) for specifics or consult your legal counsel.</div><div>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</div><div>Do you agree to these terms?</div></div> <div><div><input checked="" type="checkbox"/> Yes, I Agree *</div></div>
72	<div><div>Insurance and Fingerprint Requirements Information</div><div><div><u>Insurance</u></div><div>If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.</div></div><div><div><u>Fingerprint</u></div><div>It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <a href="http://www.statutes.legis.state.tx.us/">http://www.statutes.legis.state.tx.us/</a></div><div>If the vendor has staff that meet both of these criterion:</div></div></div>

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

73 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees  
Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Yes, I certify - NONE (Section A) \*

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- (a) a felony offense under Title 5, Texas Penal Code;
- (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

74	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.
75	Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form	<div>YES*</div> <p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by:</p> <p>ESC Region 8/The Interlocal Purchasing System (TIPS)</p>

4845 Highway 271 North  
Pittsburg,TX,75686  
I verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.  
AND  
Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>  
  
I swear and affirm that the above is true and correct.

76	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo:</p> <ul style="list-style-type: none"><li>* Your Vendor Profile Page of TIPS website</li><li>* Potentially on TIPS website scroll bar for Top Performing Vendors</li><li>* TIPS Quarterly eNewsletter sent to TIPS Members</li><li>* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)</li></ul>
77	Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	<div>Yes, I agree *</div>
78	Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award	<div>Maximum 4000 characters allowed</div>



<p>decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
79 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement?	<div>Yes, I agree *</div>
80 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.	<div>Maximum 4000 characters allowed</div>
81 Felony Conviction Notice Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.  Select A., B. or C.  A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.  OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR  C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.	<div>B. Firm not owned nor operated by felon; per above *</div>
82 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS. If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.  1. Name of Felon(s)  2. The named person's role in the firm, and	<div>Maximum 4000 characters allowed</div>

3. Details of Conviction(s).	
83 Long Term Cost Evaluation Criterion # 4. READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.	<div>increases will be 5% or less annually per question</div> *
84 Required Confidentiality Claim Form	<div>Required Confidentiality Claim Form</div> <div>This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.</div> <div>Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at <a href="mailto:rick.powell@tips-usa.com">rick.powell@tips-usa.com</a></div>
85 Choice of Law clauses with TIPS Members If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.	<div>Agreed</div> *
86 Venue of dispute resolution with a TIPS Member In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.	<div>Agreed</div> *
87 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity This clause <b>DOES NOT</b> prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of	<div>Agreed</div> *

<p>a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.</p>	
88 Indemnity Limitation with TIPS Members Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents <b>OR</b> by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".	<div>Agreed</div> <div>*</div>
<p><b><u>Agreement is a required condition to award of a contract resulting from this Solicitation.</u></b></p>	
89 Arbitration Clauses Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?	<div>Agreed</div> <div>*</div>
90 Required Vendor Sales Reporting	<p>By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the <a href="#">Vendor Portal User Guide</a> will walk you through the process of reporting sales to TIPS. Please refer to the TIPS <a href="#">Accounting FAQ's</a> for more information about reporting sales and if you have further questions, contact the Accounting Team at <a href="mailto:accounting@tips-usa.com">accounting@tips-usa.com</a>. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.</p>

REFERENCES
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Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Pecos/Toyah/Barstow ISD	Dr. Jose Cervantes	<a href="mailto:jcervantes@pbtisd.esc18.net">jcervantes@pbtisd.esc18.net</a>	210.668.6244
	Superintendent		
Midland Christian School	Jared Lee	<a href="mailto:jlee@midlandchristianschool.org">jlee@midlandchristianschool.org</a>	512.963.4590
	Superintendent		
Lone Star	Mark Steelman	<a href="mailto:mark@lonestarcoaches.com">mark@lonestarcoaches.com</a>	972.623.1100
	President/Owner		

CERTIFICATION BY CORPORATE OFFERER

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** ABC Texas Bus Sales, Inc.  
(Name of Corporation)

Thomas D. DeMatteo certify that I am the Secretary of the Corporation  
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Jay Oakman  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Senior Vice President Commercial Operations  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

  
SIGNATURE 

03/27/2020  
DATE



**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ABC Texas Bus Sales, Inc.

Name of company

Jay Oakman, Senior Vice President Commercial Operations

Printed Name and Title of authorized company officer declaring below the confidential status of material

1702 S. Great Southwest Pkwy. Grand Prairie TX 75051 800-222-2877

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION.**

**I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive** a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date 03/27/2020

**OR** -----

**I DO NOT CLAIM any of my proposal to be confidential, complete the section below.**

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature \_\_\_\_\_

Date 03/27/2020



**Quote (TIPS Contract #200206)  
2023 Turtle Top, Terra Transit  
E450, 25RL**

**TOTAL: \$129,022.00  
4%DISCOUNT: \$5,161.00  
ADJUSTED TOTAL: \$123,861.00**

**Standard Features**

WELDED TUBULAR STEEL CAGE W/ SEAT TRACK MOUNTED IN FLOOR & SIDEWALLS	WELDED PERIMETER STEEL FLOOR FRAME SUPPORTED BY WELDED "HAT" CHANNEL" CROSSMEMBERS
FLAT FLOOR WITH THREE STEP ENTRY AND STEEL WHEEL WELL PLATES	DRIVE SHAFT GUARD
REAR MUD FLAPS	RE-ROUTE EXHAUST TO DRIVER'S SIDE
STEEL CAGE PRIMED WITH RUST INHIBITOR	UNDERBODY FOAM SEALED AND UNDERCOATED
3/4" COOSA COMPOSITE SUBFLOOR	FIBERGLASS FLAT VERTICAL SIDEWALLS
FIBERGLASS FRONT AND REAR COWLS	ONE PIECE FIBERGLASS COMPOSITE FLEX ROOF
FLAT FIBERGLASS COMPOSITE LOWER BODY SKIRTS	WHITE FIBERGLASS GEL COAT EXTERIOR
FENDER FLARES	1" POLYSTYRENE FOAM BOARD INSULATION
ELECTRIC WATER SHUT-OFF VALVE, ON THE RETURN LINE	INTERIOR CORNER BOARDS STANDARD
TINTED SOLID WINDOWS (31" X 36.375") AND (18"X36,375")	TINTED SOLID SIDE EGRESS WINDOWS ADEQUATE TO MEET FMVSS 217 (31"W X 36.375"H)
TINTED SOLID REAR EGRESS WINDOW ADEQUATE TO MEET FMVSS 217 (54"X26")	IN CAB ENTRANCE DOOR - ALUMINUM, ELECTRIC BI-FOLD 29" WITH AS2 TINTED GLASS
IN CAB ENTRANCE DOOR	AS2 TINTED A-PANEL WINDOW IN CAB
LED UPPER PINPOINT RUNNING /CLEARANCE LIGHTS PER FMVSS 108 (5 AMBER & 5 RED)	LED ELONGATED STOP/TAIL/TURN LIGHTS
LED RED REAR PINPOINT SIDE MARKER LIGHTS	RED REFLECTORS AT REAR AND AT SIDE MARKER LOCATIONS (4) TOTAL
LED BACKUP LIGHTS	LED LICENSE PLATE LIGHT
HEAVY-DUTY STEEL BLACK POWDER-COATED REAR BUMPER	VELVAC EXTERIOR MANUAL MIRRORS (L & R) ON TERRA TRANSIT
ROSCO EXTERIOR MANUAL MIRRORS (L & R) ON TERRA TRANSIT LD	NITROGEN TIRE INFLATION
76" INTERIOR HEIGHT	SMOOTH BLACK ALTRO FLOOR AND STEPWELL
DURABLE BRIGHT WHITE SMOOTH FIBERGLASS INTERIOR COMPOSITE CEILING AND SIDEWALLS	MODESTY PANEL & ANGLED HAND RAIL AT LEFT OF ENTRANCE DOOR, GRAB BAR (18") AT RIGHT OF ENTRANCE DOOR
COLOR-CODED HIGH TEMP GXL WIRING HARNESS WITH POSITIVE-LOCK, WEATHERPROOF CONNECTORS	3" ROUND LED DOME LIGHTS
LED OVERHEAD ENTRY LIGHTING	

**NOTE: Some optional equipment will negate the use of standard equipment listed above**



## Options

FORD E450 158" 7.3L GAS W/O DOOR	TERRA TRANSIT, 94" BDY / 241" FLR
CHASSIS MOD-WB STRCH, 158" to 206"	MOR-RYDE R/S REAR SUSPEN. SYSTEM
FULL FRONT END ALIGNMENT	ENTRANCE DOOR - BUILT IN CAB, 29"
KUBOTA KEY SWITCH - EXTERIOR	SPHEROS A/C SYSTEM - 90K BTU
HEATER - AUXILIARY 65K BTU, 3 SPEED	LUGGAGE COMPART.-REAR w/SINGLE TRANSIT DOOR
SPEAKER PKG (4 SPEAKERS), OEM RADIO	P.A. SYSTEM - THROUGH RADIO
RVS BACKUP CAMERA - 7" MIRROR MONITOR	ALTRO FLOOR UPGRADE -STORM GRAY
EMERGENCY EQUIPMENT KIT	BACK-UP ALARM
BLOOD BORNE PATHOGEN KIT	EXIT WARNING-LIGHT & ALARM, ALL EXITS
REAR EXIT AJAR LIGHT & ALARM	ROOF ESCAPE HATCH, LOW PROFILE
LED BRAKE LIGHT- CENTER HIGH MOUNT	STEPWELL LIGHT, LED
"WATCH YOUR STEP" SIGN	EXTERIOR MID-SHIP TURN SIGNALS
EXTERIOR VEHICLE HEIGHT SIGNAGE	MIRROR, INTERIOR REARVIEW 6" X 16"
STANCHION POLE-GUARDRAIL W/MODESTY PANEL	STANCHION POLE W/ASSIST R.H. ENTRY
WALLS/CEILING - GRAY TWEED VINYL	WHEEL LINERS - STAINLESS STEEL, (4 EA)
MIRRORS - POWER REMOTE W/ HEAT	(12) SEAT - FW, DBL. HIGH-BACK , RIGID, EACH
(1) SEAT - FW, SGL. HIGH-BACK, RIGID, EACH	FABRIC UPGRADE - LEVEL 4
(10) ARM REST-MOLDED U.S. FLIP-UP (PER ARM)	(10) USR BELT, DOUBLE
USR BELT, REAR ROW - SET OF 5 (EXCHANGE)	

ORDER SUBJECT TO AVAILABILITY: All vehicle(s) are FOB ABC Location. The final price and delivery date will be determined upon receipt of the final approved paint design, final specification, options, VIN verification and signing of final sales documentation. All trades and allowances related thereto are subject to the trade meeting all applicable trade-in requirements, final vehicle inspection and ABC's receipt of free and clear title. ABC may keep the security deposit in the event this order is cancelled or terminated by customer. ABC is not the manufacturer of the vehicle(s) or its component parts. Limited warranties shall be supplied by the manufacturer or respective component manufacturer. There are no other warranties, express or implied, ABC disclaims any implied warranties, including merchantability or fitness for a particular purpose.

ABC Companies appreciates your support and interest in our products.  
We look forward to serving your transportation needs. Thank you.

**Prepared for:**

Village of North Palm Beach

**Company**

501 US Hwy 1

**Street Address**

North Palm Beach, FL 33408

**City, State, Zip**

**Prepared by:**

Ron Obert, Senior Account Manager SVT

**Name & Title**

12/16/2022

**Date:**

**Agreed and Accepted by:**

**Customer Printed Name**

Ron Obert

**ABC Printed Name**

12/16/2022

**Date**

**Customer Signature**

Ron Obert

**ABC Approval**



ABC BUS, INC.  
California  
1485 Dale Way  
Costa Mesa, CA 92626  
800-322-2877

ABC BUS, INC.  
Florida  
17469 West Colonial Drive  
Winter Garden, FL 34787  
800-222-2871

ABC BUS, INC.  
Minnesota  
1506 36th Street NW  
Faribault, MN 55021  
800-222-2875

ABC BUS, INC.  
New Jersey  
437 Tonawanda Avenue  
Jersey City, NJ 07306  
201-795-3115

ABC TEXAS BUS SALES, INC.  
Texas  
1702 S. Great Southwest Parkway  
Grand Prairie, TX 75051  
800-222-2877

# COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT



## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

A Cooperative Purchasing Program available form membership by Governmental and other eligible entities in all fifty states.



## TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

### **CONTACT INFORMATION:**

TIPS/Region 8 ESC  
4845 US Hwy. 271 North  
Pittsburg, Texas 75686  
Toll Free: (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)  
Website: [www.tips-usa.com](http://www.tips-usa.com)

## NOTICE TO PROPOSERS

### **PROPOSAL DUE DATE:**

**March 20, 2020 AT 3:00 P.M. LOCAL TIME**

ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY, OR OTHERWISE, BY FOREGOING DATE & TIME.

### **LOCATION OF SOLICITATION DOCUMENTS:**

Solicitation documents are located at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

### **REQUEST FOR PROPOSAL:**

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031 for the category:

**RFP 200206 New Buses and other Transportation Vehicles**

**NOTICE:** The type of solicitation document is identified directly above. The use of terms such as: “Solicitation”, “Bid”, “Request for Proposal”, “RFP”, “Request for Competitive Sealed Proposal”, “RCSP”, or other specific terms, may be inaccurate legal terminology and should be construed to mean the method of competitive procurement identified directly above with the legal citation.

## **PIGGYBACKING NOTICE:**

THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITIES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

## **General Information**

### **FINANCING OF TIPS**

#### **TIPS Vendor Paid Fee**

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the actual invoiced and paid sales to TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

**The fee schedule for agreements awarded under solicitation is \$350 per purchase order regardless of quantity on the single purchase order by the TIPS Member.**

#### **Term of Agreement and Renewals**

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

**Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserved the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

#### **Termination**

TIPS or the awarded vendor may terminate an award under this solicitation at will for cause or no cause for convenience. TIPS must provide the vendor with 30 days prior written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS member that may be in negotiation or budget approval process.

## Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

## Vendor Questions

Questions about the specific SOLICITATION shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the following in the subject line: "New Buses and other Transportation Vehicles 200206 contractor question." Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

**SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL March 12, 2020 AT NOON Local Time.**

### Pre-Bid Meeting (Not Mandatory)

A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email [bids@tips-usa.com](mailto:bids@tips-usa.com) by Noon, February 20, 2020.

If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.

**\*If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.\***

## ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

**These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.**

Posting Date	February 6, 2020	8:00 A.M. Local Time
Proposal Deadline	March 20, 2020	3:00 P.M. Local Time
Proposal Opening	March 20, 2020	3:00 P.M. Local Time
Proposal Review Begins	March 20, 2020	3:01 P.M. Local Time
Proposal Review Ends	April 16, 2020	One (1) week prior to anticipated Award Date
Proposals Award	April 23, 2020	8:30 A.M. Local Time
Award Notifications	April 23, 2020	12:00 P.M. Local Time

Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.

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TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

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## Pricing Models

### Pricing for Line Items or Catalog

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

### Definition of "catalog"

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing vendor may be applied.

### **Adding New or Replacement Goods Items During the Life of the Agreement**

Is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item. See Pricing sheets 1.

**Pay Careful Attention to This When Completing the Pricing spreadsheets.**

### **Adding New or Replacement Services During the Life of the Agreement**

Is easiest proposing a Discount off (PREFERRED MODEL) catalog prices for Services because there is no manufacturer or supplier's price in which to apply a markup percentage. See Pricing sheets 2.

**Pay Careful Attention to This When Completing the Pricing spreadsheet.**

### **Explanation:**

#### **Markup on cost**

**Vendors may propose a markup on miscellaneous items that are not ordinarily in their catalog or for which no list or manufacturer's pricing is available.**

**It is NOT recommended proposers use the Markup pricing method EXCLUSIVELY because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.**

If you choose to use the markup pricing method:

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

**NEW ITEMS:** TIPS will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)



**REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS:** When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.

**Note:** If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

### **Shipping cost:**

Pricing presented for goods offered should not include shipping costs from dealer to Member customer. **IF** shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example if the truck includes deliver but parts do not, then be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through at actual cost to the TIPS Member.

## **SPECIFICATIONS and PRICING FORMAT (EXCEL SPREADSHEET)**

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

TIPS leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable.

**This solicitation is seeking providers for:**

## New Buses and other Transportation Vehicles

### *Specifications and Pricing*

It is the intention of Region 8 ESC to contract with reliable, high performance vendors to supply New Buses and other New Transportation Vehicles to public agencies in the United States.

**This solicitation is for NEW buses and other NEW transportation vehicles ONLY.**

If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product names, sizes, packaging, quantity, pricing, description of services and any other related information. ***Proposer may also offer a markup over actual cost pricing structure but caution must be used on a markup model. See Caution paragraph on page 9 of this document. If markup method is used, vendor must provide documentation to TIPS Member /Customer of the actual cost to vendor of bus in the form of an invoice or other documentation from the manufacturer.***

Proposals should include all listings of new buses and other new transportation vehicles, and any related services. DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED new buses and other new transportation vehicles. There are other RFPs issued to address parts, repair services and used equipment. Service may be offered as they relate to the actual new buses sold as related to options installation.

Awarded vendor(s) shall perform covered services under the terms of this agreement.

Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog or links to same and/or price lists must accompany the proposal if a discount off catalog is proposed. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. See pricing instruction in this document and on the pricing forms 1 and 2.

Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Region 8 ESC is seeking providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TIPS also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are

encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories.

Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area.

Vendors should submit all items and goods related to supplying New Buses and other Transportation Vehicles. Bidder should submit all applicable services for all types of New Buses and other Transportation Vehicles.

#### Value Added Pricing

Value added services should be explained in detail. If bidder can offer greater quantities at lower pricing, these “value added” prices should be submitted in this section.

Proposal should list offerings to be considered as part of the category of New Buses and other Transportation Vehicles that can be provided by the Vendor. Servicing of new buses or other new transportation vehicles may be included in this proposal.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category. TIPS reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

#### **Additional Services:**

Bidder should list in the Pricing Sheet 2 excel spreadsheet all related services, maintenance, travel, and hourly fee or other defined unit cost according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered.

The Vendor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

#### **NOTHING IN THIS SOLICITATION IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION.**

Pricing Sheets 1 and 2 must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” PRICING sections.

Since the list of items a vendor may carry is potentially very long, and items are removed and added

to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

**A zero discount off catalog proposal is permitted, but** TIPS encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.

Please propose a minimum discount off catalog for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. Line item proposal prices may only be increased by the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so proposing the discount off catalog price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because they are published for all customers to see. **You may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to.**

**Caution:** Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to TIPS or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

#### **PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)**

**DO NOT PROPOSE “PRICE TO BE DETERMINED” or “ON REQUEST”. This method is not lawful to award by TIPS.**

**You must have unit pricing that can be applied to the needs of the customer.**

#### **Pricing Sheet 1 excel sheet**

There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. **The discount off catalog price is an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.**

Example: **IF** you are providing a line item pricing sheet **AND** a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

### **Pricing Sheet 2 excel sheet**

List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.

**ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. DO NOT PROPOSE "PRICE TO BE DETERMINED". If you have question on this process, call TIPS for clarification.**

Example: Proposed catalog, web or store price for an item is \$10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as \$9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

### **Service Incidental to the Sale of Goods**

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the Pricing Sheet 2 spreadsheet or in an attachment.

**Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.**

**If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.**

**NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IN SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOUR BUSINESS MODEL.**

**When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms.**

## PROPOSAL SCORING AND EVALUATION

TIPS staff evaluates and scores all responsive proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors or as delegated by the Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and assigned points in each area as follows (100 total points possible).

TIPS utilizes a value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria under Texas Education Code §44.031. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price:** (22) point weight. Per prices quoted as related to information within the request for proposals and/or the discount off MSRP or other published list pricing or stated prices of goods. Points are awarded based on the prices and or discount, and the reasonableness in the market of the pricing offered. TIPS is the sole arbiter of what constitutes price criterion scoring.
2. **The reputation of the vendor and of the vendor's goods or services;** (3) point weight. References or TIPS staff knowledge and any other available information known to TIPS may be used to score this criterion.
3. **The quality of the vendor's goods or services;** (21.5) point weight. References or TIPS staff knowledge or any other available information known or available through the RFP or otherwise to TIPS may be used to score this criterion.
4. **The total long-term cost to TIPS and its members to acquire the vendor's goods or services;** (10) point weight. **Points will be assigned to this criterion based on your answer to Attribute 83** of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your **catalog prices (as defined herein)** more than X% annually over the previous year for years two and three and potentially year four, **unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested.** If you agree NOT to increase prices more than 5%, **except when justified by supporting documentation**, you are awarded 10 points; if 6% to 14%, **except when justified by supporting documentation**, you

receive 1 to 9 points incrementally. Price increases 14% or greater, **except when justified by supporting documentation**, receive 0 points. TIPS is the sole arbiter of what constitutes “justified by supporting documentation”.

5. **Extent to which the Goods or Services meet the Needs:** (21.5) point weight. TIPS evaluators will determine if the proposal provides value to TIPS members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation. In the judgment of TIPS points are awarded incrementally 0-21.5 points depending if the proposal meets the needs outlined in the solicitation.
6. **Vendor’s Past Relationship:** (10) point weight – No past relationship scores 5 points and a good relationship scores 6 to 10 points and a poor relationship scores 0 to 4 points
7. **Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses:** (2) point weight –Points are assigned if the vendor agrees to abide by the federal regulations in the Attribute 61 and OR 62 if applicable, of this solicitation in the ION Wave bidding system. related to underutilized businesses in its subcontracting practices, when applicable. NOTE: Failure to agree to comply with the federal regulations herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience:** 10 point weight - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; points; >5 years = 10 points
9. **Residency: for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials,** whether the vendor or the vendor's ultimate parent company or majority owner:
  - (A) has its principal place of business in this state; or
  - (B) employs at least 500 persons in this state; and

(0) point weight- federal funds may be utilized by ESC Region 8 or TIPS member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of **0 points**.

**PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.**



## About TIPS

It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

### Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

### Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of

proposals that require responses to be made to individual entities.

### **Purchasing Procedures**

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to TIPS.
- NOTE: It is always the vendor's responsibility under the TIPS agreement to report all sales under the agreement to TIPS.
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

### **Notice of Confidentiality of Proposed Information**

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552" that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

## **Proposal Instructions**

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.

5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer's designated contact to all those vendors known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.

**PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.**

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and its members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

**Felony Conviction Notice (Required in Texas) -Notification of Criminal History** "A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement." This notice is not required of a publicly held corporation. Texas Education Code § 44.034. See FELONY CONVICTION NOTICE document on the "Attachments" tab. Felony conviction notice document must be uploaded to the "Response Attachments" FELONY CONVICTION NOTICE section.

**References**

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" REFERENCES section.

**Resellers/Dealers**

Vendors with Resellers/Dealers must provide the Resellers/Dealers document from the “Attachments” section, complete and uploaded to the “Response Attachments” RESELLERS/DEALERS section.

**Vendor Certifications**

Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

There is a form that relates to all vendors that is required by Federal Regulation when federal funds are expended by a member. Vendors should complete all requested forms agreeing to comply with regulations.

**Vendor Agreement**

Vendor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

**Agreement Signature Form**

Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

**Warranty (If applicable)**

Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.

**Protest Procedure**

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:

[http://www.tips-usa.com/assets/documents/docs/letters/Protest\\_Procedures\\_for\\_Vendor.pdf](http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf)

**Supplementary Catalogs and Information (If applicable)**

Supplementary Catalogs and Information documentation should be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services.

Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer's complete line of products, when possible.

#### **LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS**

**Depending on different entities' and jurisdictions' laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.**

## **Terms and Conditions**

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals**: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions**: Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.

7. **Estimated Quantities:** Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
9. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. TIPS want pricing either in a fixed price or a discount off published or available to TIPS Members catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
10. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.
12. **RESERVATION OF RIGHTS** - TIPS expressly reserves the right to:
  - a) Reject or cancel any or all proposals;

- b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
- c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- d) Reissue a SOLICITATION;
- e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
- f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
- g) **This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.**





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January 29, 2020

Don Whitman  
Russell Johns Associates LLC  
1001 S Myrtle Ave. Suite 7  
Clearwater, FL 33756

Please print the following **LEGAL NOTICE** on **Thursday, February 6, 2020 and Thursday, February 13, 2020.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

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- 200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services
- 200203 Security Systems Products and Services
- 200204 Sports, Activity Equipment and Related Services
- 200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC
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- 200207 Used Buses and other Transportation Vehicles
- 200208 Bus and other Transportation Vehicle Parts and Service
- 200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, and invoice to Kristie Collins at [kristie.collins@tips-usa.com](mailto:kristie.collins@tips-usa.com), when they are available.

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***"Connecting Members and Vendors Together"***

February, 26th 2020

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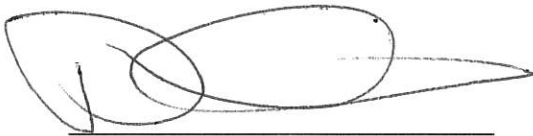
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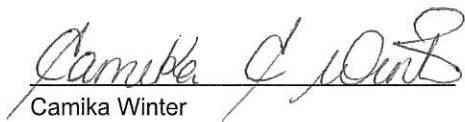
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On this the 26th day of February 2020, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.



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STREAMING

# Take a leap into offerings for February

Kelly Lawler  
USA TODAY

One extra day in February means 24 more hours to binge-watch all the TV and movies that arrive on streaming services this month.

2020 is a leap year, which means you have a 29th day to sit around in your pajamas and binge-watch your favorite shows and films. We can't guarantee that a 366th day in the year means you can shirk your other responsibilities, but it's fun to pretend you can.

To help you take full advantage of a longer month, we picked out the five best TV series and movies that are premiering on services such as Netflix, Amazon, Hulu and Disney+. From the second season of a bold sci-fi show to a comforting entry in a kids' franchise, we have picks that every member of your family will enjoy.

**If you want to know what the Oscar snubs were all about: 'The Farewell'**

Once you watch this poignant family drama, it's easier to see why its fans were so upset when Awkwafina didn't receive an Oscar nomination for her performance. The film, in which a young Asian American woman travels to China to see her dying grandmother (who doesn't know she's dying), finds deep meaning in its dissection of family, grief and Eastern and Western culture.

■ *Stream it Feb. 12 on Amazon Prime.*

**If you enjoy a 'Blade Runner' vibe: 'Altered Carbon'**

Netflix's ambitious sci-fi series,



Awkwafina missed out on an Oscar nomination for "The Farewell." A24 VIA AP

based on the novel by Richard K. Morgan, takes place in a world in which humans' consciousness can be transferred between bodies (known as "sleeves"). In Season 1, protagonist Takeshi Kovacs (then played by Joel Kinnaman) was resurrected after hundreds of years and tried to solve the "murder" of a member of the rich ruling class. In Season 2, Anthony Mackie takes on the role of Takeshi, and is still looking for his lost love, Quellcrist Falconer (Renée Elise Goldsberry), while he investigates more futuristic crime.

■ *Stream Season 2 on Netflix Feb. 27.*

**If you miss the Hot Priest from 'Fleabag': 'Grantchester'**

There's no replacement for Amazon's "Fleabag," but you may be able to satiate your craving for a small part of the British tragicomedy. If you have a love for swoon-worthy men of the cloth, includ-

ing Andrew Scott's so-called "Hot Priest," you might try PBS drama "Grantchester." The show follows Sidney (James Norton, "Little Women"), an Anglican vicar (which means he can date), who delivers sermons and solves murders. In the fourth season, Norton departed and a new young hunk, Will Davenport (Tom Brittney), took over.

■ *Stream Season 4 on PBS.org, or Feb. 25 on Amazon Prime.*

**If you love twisty horror: 'The Cabin in the Woods'**

Featuring a pre-"Thor" Chris Hemsworth and a script by Joss Whedon and Drew Goddard ("The Martian"), this surprising horror film plays with the genre's tropes to make something more nuanced and thrilling than a typical slasher. When a group of college kids drives to a cabin in the woods for a weekend of partying, violence and may-

hem ensues. But the source is not what you'd expect.

■ *Stream it on Hulu or Amazon Prime starting Feb. 3.*

**If you love an existential spork: 'Toy Story 4'**

Part of the, well, plus of Disney+ is that the studio's theatrical releases will quickly debut exclusively on the new streaming service. Next up is the fourth entry in Pixar's beloved "Toy Story" franchise. This sweet continuation sees Woody (Tom Hanks) wonder about his place in his new child's life, while he tries to wrangle the terrified homemade toy Forky (Tony Hale). Forky has his own Disney+ series of shorts, "Forky Asks a Question," and when you watch "Toy Story 4" again it's easy to see how the trash-loving utensil became good enough for his own spinoff.

■ *Stream it on Disney Plus Feb. 5.*

BOOKS

## Mathews shares star encounters, even amid pain

David Oliver  
USA TODAY

Ross Mathews has met and befriended many a celebrity over his nearly two decades in television, from "The Tonight Show With Jay Leno" to "RuPaul's Drag Race" – and now he's cluing in readers on his most coveted superstar interactions in his book, "Name Drop: The Really Good Celebrity Stories I Usually Only Tell at Happy Hour," (Atria Books, 224 pp.) out Tuesday.

"It's weird that I live in a world where I know that Lady Gaga knows my name," an ever-bubbly Mathews told USA TODAY over the phone. "I'll never get over that."

While his book highlights fun celebrity interactions, including Lady Gaga, Rosie O'Donnell and others, it doesn't shy away from trying moments either, like the time he accidentally called Elizabeth Taylor "Dame Edna" or when he said Matthew Perry and Matt LeBlanc were rude to him on-air. Mathews also invites readers into a difficult time in his

family life.

We chatted with Mathews ahead of the book's release to get the scoop.

**On all 'The View' hate: 'Chill out'**

Mathews dished about all things "The View," including how he once co-hosted about 10 times in a three-week period and that he was close to getting offered a (literal) seat at the table before a staffing shake-up – hosts Sherri Shepherd and Jenny McCarthy getting the boot – ruined his chances.

He's friends with some of the current crew, including Whoopi Goldberg, Joy Behar and Meghan McCain. He said it's a blessing in disguise he wasn't cast and that he doesn't understand why people online get so upset about the series' divisive nature.

"If you don't want to hear views, don't watch it," Mathews says. "Chill out."

**The Omarosa of it all**

He competed with Omarosa Mani-

gault Newman on the first season of CBS' "Celebrity Big Brother," which aired in February 2018 (Marissa Jaret Winokur won, and Mathews placed second). He says she's the best of the best when it comes to reality television (something that helped her fit in well when she worked for former "The Apprentice" star himself, President Donald Trump).

Mathews remembers an intense moment in the "Big Brother" kitchen where he stood up to her. There was a pause as they stared in each other's eyes. "Oh God, that was such great TV," she said, then smiled and walked away.

"I think Omarosa knows exactly what she's doing at all times," he said.

**What's ahead on 'Drag Race'**

Mathews still can't believe he gets to sit next to celebrities as a judge on "RuPaul's Drag Race" – he's appeared on 10 seasons so far. And the new season he'll judge (season 12) is set to premiere on Feb. 28, in addition to a new upcoming season of the show's "All Stars."

"It feels like the culture kind of caught up to what our show is," Mathews said of the Emmy-winning reality series, noting the new seasons are his favorite yet. He cheered the fact that

queenshave grown up with their show for more than a decade – imbuing them with creativity since they were young.

"Imagine what they can do without having ever wasted any time thinking 'is there a place that I fit in?'" Mathews said.

**'I think life brings balances'**

His book isn't all celebrity-focused though: There's a section devoted to the night he was working on live TV for New Year's Eve in 2003, and how he kept working even after finding out his father only had a few weeks to live.

"It was important for me to show it's not all sunshines and cotton candy and French kisses," Mathews said of the more harrowing material.

Right now, his mother is battling cancer – something he reflected on while reading back the chapter about his father, realizing he'd have to again summon strength as he embarks on a book tour across the country beginning Tuesday in New York.

He was coming out of a breakup and dealing with his mom's illness while writing the book.

"I think life brings balances," he said. "There are extraordinary blessings in my life, but there's also such great pain."

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<b>NOTICE TO OFFERORS</b> Sealed responses will be received by 1 GPA office at 1910 W. Washington St. Phoenix, AZ. 85009 until <b>Thursday, March 5, 2020 @ 11:00 am (AZ Time Zone)</b> Request for Proposal Work Order Management System RFP # 20-02P  Sealed responses will be publicly opened in the 1 GPA office immediately following the deadline for receiving responses.  Solicitations may be downloaded online at <a href="http://www.publicpurchase.com">www.publicpurchase.com</a> .  For additional information please contact Christy Knorr at 866-306-3893 or cknorr@1gpa.org
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# Johnson energized for final Cup spin

Michelle R. Martinelli  
USA TODAY

DAYTONA BEACH, Fla. – No matter what happens in the 2020 NASCAR Cup Series season, Jimmie Johnson will retire as one of racing’s greatest drivers ever with a record-tying seven championships and 83 wins. But he’s not about to let up now.

Johnson announced in November that he’ll retire from full-time Cup racing at the end of the 2020 season – which opens with Sunday’s Daytona 500 (2:30 p.m. ET, Fox) – although he’s made it clear he’s not done competing and is open to trying out other styles of racing.

But for the next nine months, his focus is on bouncing back from a recent two-year slump and winning (at least) one more Cup Series race, which would move him into a three-way tie for No. 5 all time with Darrell Waltrip and Bobby Allison.

His first checkered flag since 2017 would also automatically qualify him for the playoffs and give him a shot at a record-breaking eighth championship.

USA TODAY Sports spoke with the seven-time champ Wednesday at Daytona International Speedway about his final season and the new mindset he’s embracing.

(Note: This interview has been condensed and edited for clarity.)

**Does the start to this season feel any different knowing it’s your last full-time run?**

**Johnson:** Pulling in, the flight down, media day, talking about it a lot – I told myself in the offseason I wanted to be



Jimmie Johnson is optimistic as he approaches his final full-time season in the NASCAR Cup Series. JOHN DAVID MERCER/USA TODAY SPORTS

present and aware of these opportunities and let it in, so it’s there. There’s so much excitement in my heart about it all that it’s really fun and is bringing energy to me and the team. I know as the year goes on, it will become more emotional, but right now it’s just bringing a ton of energy.

**Is that nervous or positive energy, and how does it compare to how past Daytona 500s have felt?**

**Johnson:** I haven’t been in the trenches yet racing and worried about performance, so I haven’t had any nerves yet. It’s all been euphoria, unicorn-level stuff of just being happy and great. So I know once we go racing, especially when we get to (Las) Vegas (Motor Speedway, for the second race of the season), the reality of the season, the reality of performance will be there. I’ll get knocked down, but right

now I’m certainly riding a high of euphoria.

**With all that energy, what’s the one thing you’re most excited about going into this season?**

**Johnson:** Experiencing this year with the people that mean so much to me: Family, (team owner) Rick (Hendrick), my crew guys. To have this bond – the years, the time, the depth of our experience and relationships – the people part of this is what I’m most excited for.

**What are you most scared about?**

**Johnson:** I think I’m fearful that I’m not going to be present and enjoy the moments because I’m going to be so worried about competition. So I think that’s my biggest challenge. If we get off to a quick start and we win, it’s going to be very easy. But if we don’t get off to the start that we want, how do I enjoy these

moments and not be caught in the competitive side too much?

**You recently said you’re moving away from the “Chasing 8” mentality in this final season. Have your goals for the season changed if your mindset has?**

**Johnson:** What I didn’t recognize is after we won seven, with the notion of being a stand-alone champion at eight, I started chasing something then, and, indirectly, we had come up with this hashtag #Chasing8.

And I had the clarity over the offseason of like, “Holy smokes! I’ve been out of character.” That’s not anything I’ve ever done. I’ve always just showed up to race and have fun. And that’s where I’ve done my best work. That’s where I’ve won seven championships. That’s what I’m going back to.

**What’s Jimmie Johnson doing 10 years from now?**

**Johnson:** That’s a great question. I don’t even know what I’m doing next year. Ten years, kids are 19 and 16. I’ll be fearful of my girls dating, fearful of them driving, worrying about which college they’re going to. Dad stuff.

**Would you have any interest in returning to Hendrick in an executive leadership position?**

**Johnson:** I’ve not played that role to date. I’m not against it either, but it’s family, it’s home. I still, in the coming years, want to compete, so I’m not sure how that really works. But I wouldn’t rule it out. Hendrick’s home, Hendrick’s family, so I’d consider it.

**Do you think you’d be OK if you didn’t win one more race?**

**Johnson:** I wouldn’t have a choice.

## NASCAR legend Johnson has itch for IndyCar

Scott Horner  
The Indianapolis Star  
USA TODAY Network

Jimmie Johnson to the Indianapolis 500? No way.

But as for other IndyCar races ...

The seven-time NASCAR Cup Series champion and four-time Brickyard 400 winner visited NTT IndyCar Series testing Tuesday in Austin, Texas. He expressed interest in tackling road course racing.

“I’m definitely learning,” Johnson told the media Tuesday. “This is a totally different world than what I’ve been used to, but it’s a world I dreamed of racing in when I was a kid growing up in San Diego. My heroes were the guys that raced in the Indy 500. I’d go to the Long Beach Grand Prix and watch, hang out and

wanted to be in a car going by.”

The 44-year-old announced in November that 2020 will be his last full-time season as a Cup Series driver. Sunday at Daytona International Speedway, Johnson posted the fourth-fastest speed in Daytona 500 qualifying.

Johnson is keen on venturing into other forms of racing.

“For me, this is a learning experience and (IndyCar) has always been a bucket list category for me to come see these cars, be around these cars,” he said. “(Next year) is open for me and who knows what opportunity might come along in IndyCar, sports cars or back to my off-road roots. I’m just taking it all in and see what comes of it.”

He said he has “closed the door” on oval racing after he’s done with the Cup Series.



Jimmie Johnson hangs out with driver Robert Wickens during NTT IndyCar Series testing at Circuit of The Americas on Tuesday. JONATHAN FERREY/GETTY IMAGES

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NOTICES

PUBLIC NOTICE

OVERHEAD CONSTRUCTION

Oklahoma Electric Cooperative (OEC) in Norman, Okla., is a distribution electric utility serving members in central Oklahoma. OEC is seeking requests for proposals (RFPs) from qualified power line construction contractors for overhead construction and storm restoration for 2020-2022. At least four crews consisting of 5 to 6 individuals each are desired. RFPs are due no later than 1 p.m. CST Thursday, Feb. 27.

Please contact Joe Tarp, Manager of Overhead Construction, at 405-217-6673 or [jtarp@okcoop.org](mailto:jtarp@okcoop.org) for information on specific requirements and RFP respondent instructions.

All RFP submissions should be sent to Tracy Mowdy at [mowdyt@okcoop.org](mailto:mowdyt@okcoop.org).

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

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200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services

200203 Security Systems Products and Services

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200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC

200206 New Buses and other Transportation Vehicles

200207 Used Buses and other Transportation Vehicles

200208 Bus and other Transportation Vehicle Parts and Service

200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

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PUBLIC NOTICE

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide

Elevator Industry Equipment, Repair, Related Products and Services (RFP No. 20-05).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at [www.esc4.net](http://www.esc4.net) or [www.omniapartners.com](http://www.omniapartners.com)

PRE-PROPOSAL CONFERENCE: Tuesday, March 3, 2020, 9:00 am local time, Region 4 ESC 7145 West Tidwell Road, Houston, TX 77092.

PROPOSAL DUE DATE: March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories to result in a contracting solution for use by its members.

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than April 2, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide

HVAC Equipment, Installation, Service & Related Products (RFP No. 20-04).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at [www.esc4.net](http://www.esc4.net) or [www.omniapartners.com](http://www.omniapartners.com)

PRE-PROPOSAL CONFERENCE: Tuesday, March 3, 2020, 10:00 am local time, Region 4 ESC 7145 West Tidwell Road, Houston, TX 77092.

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January 29, 2020

Pittsburg Gazette  
112 Quitman Street  
Pittsburg, TX 75686

Please print the following **LEGAL NOTICE** on **Thursday, February 6, 2020 and Thursday, February 13, 2020.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 200201 Trades, Labor and Materials JOC
- 200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services
- 200203 Security Systems Products and Services
- 200204 Sports, Activity Equipment and Related Services
- 200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC
- 200206 New Buses and other Transportation Vehicles
- 200207 Used Buses and other Transportation Vehicles
- 200208 Bus and other Transportation Vehicle Parts and Service
- 200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, and invoice to Kristie Collins at [kristie.collins@tips-usa.com](mailto:kristie.collins@tips-usa.com).

Please mail the affidavit to TIPS 4845 US Hwy 271 N, Pittsburg, TX 75686.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Fax: 866-839-8472  
[www.tips-usa.com](http://www.tips-usa.com) | [kristie.collins@tips-usa.com](mailto:kristie.collins@tips-usa.com)

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# The Pittsburg Gazette

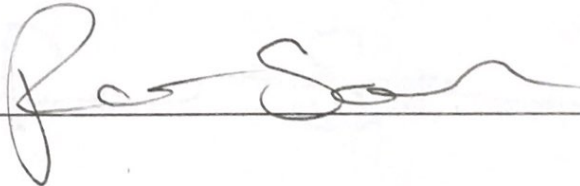
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State of Texas  
(County of Camp)

Before me, the undersigned authority, on this day personally appeared Ronni Schaber, representative of *The Pittsburg Gazette*, a weekly newspaper of general circulation distributed in Camp County, published at Pittsburg, in Camp County, Texas, who deposes and says that the advertisement was published in the regular issues of *The Pittsburg Gazette* on February 2, 2020

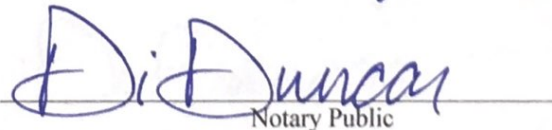
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Signed



STATE OF TEXAS  
COUNTY OF CAMP

Sworn to and subscribed before me on this 28<sup>th</sup> day of February, 2020, by  
Ronni Schaber

  
Notary Public



My commission expires: 8/7/23

# The Pittsburg Gazette

## AFFIDAVIT OF PUBLICATION

State of Texas  
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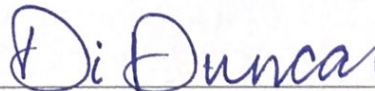
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STATE OF TEXAS  
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Sworn to and subscribed before me on this 28<sup>th</sup> day of February, 2020, by  
Ronni Schaber



Notary Public



My commission expires: 8/7/23



# GMPCPA partners Watson and Williams to present BBB Small Business Tax Update



## Marketplace Issues

by MECHELE MILLS

TYLER, TX — Better Business Bureau Serving Central East Texas is hosting the February Lunch.Learn.Lead workshop for BBB Accredited Businesses/Charities and their guests on Monday, February 3 from 11:30 a.m. until 1:00 p.m. at the West Campus of Tyler Junior College located at 1530 S SW Loop 323 Tyler, TX 75701.

Participants will learn about tax changes which impact businesses, including fringe benefits, equipment deduc-

tions, and other important topics.

“Preparing for tax time can be especially stressful for small business owners,” Mechele Agbayani Mills, President and CEO of BBB Serving Central East Texas said. “Staying up-to-date on new legislation can help prevent costly penalties from failure to comply with regulations impacting your business.”

Presenters are Megan Williams and Ben Watson. Both are CPAs with Gollob Morgan Peddy Certified Public Accountants.

“Last year was the biggest tax change since 1986,” Watson said. “We’ll walk-through those changes and explain what businesses need to know to better prepare their 2019 taxes.”

Watson is an East Texas native who came to Tyler to get a business degree in accounting from the University of Texas at Tyler. After graduating in 2009, Ben began his career in public accounting at Gollob Morgan Peddy. He was named partner/officer on January 1, 2020. As a tax partner, Watson’s practice areas will include real estate, health care and tax planning for high net-worth individuals.

Williams is a Tyler native. A graduate from UT Tyler, she began her career in public accounting at Gollob Morgan Peddy in 2009 and became a partner/officer on January 1, 2020. As a tax partner, Megan’s practice areas include oil & gas, bankruptcy and high net-worth individuals. She is a Leadership Tyler Alumni, having graduated with Core Class 31. She also serves as the Treasurer of the Christian Women’s Job Corp of Tyler.

“Tax law has become increasingly more complex in recent years; we’ll discuss the most recent changes you need to know to play for the future,” Wilson said.

BBB Lunch.Learn.Lead events are free for BBB Accredited Businesses and Charities. For the full 2020 BBB Lunch.Learn.Lead workshop schedule, please go to bbb.org or contact Coleman Swierc at (903)581-5888.

The Gazette

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### Legal Notice for Competitive Bid

Notice is hereby given that the Northeast Texas Community College intends to accept and examine contract bids for its Property and Casualty Insurance. Bids shall be due in the business office of Northeast Texas Community College located at 2886 FM 1735, Mount Pleasant, TX 75455 on February 19, 2020 by 2:00 p.m., Attention: Jeff Chambers.

No offer of intent should be construed from this legal notice that Northeast Texas Community College intends to enter into a contract with a company for insurance services unless, in the sole opinion of NTCC, it is in their best interest to do so.

For required information please contact:

Northeast Texas Community College  
Jeff Chambers, Vice President for Administrative Services  
2886 FM 1735  
Mount Pleasant, TX 75455  
Telephone: 903-434-8106  
Email: jchambers@ntcc.edu

The Northeast Texas Community College reserves the right to accept any bid which it deems most favorable to the interest of the college and to reject any or all proposals or any portion of any proposal submitted, which, in their opinion, is not in the best interest of the college. Bids will be evaluated based on price (including cost of deductibles) and financial strength of insurance company/organization primarily, but other factors allowable by law and college policy will be evaluated.

All costs involved in submitting bids for the Northeast Texas Community College insurance services program shall be covered in full by the interested company and should be kept to a minimum.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

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## LEGAL

### AVISO DE ELECCION PRIMARIA GENERAL, PARTIDO DEMOCRATICO

A los votantes registrados de Condado de **Camp**, Texas:

Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 3 de marzo de 2020 para votar en la elección primaria general para el Partido Democratico para nombrar funcionarios federales, los miembros de la Legislatura Estatal, y a los oficiales del estado, distrito, condado y del precinto; y con el propósito de elegir al presidente.

Si se han combinado precintos para establecer un precinto consolidado, incluya todos los números de precinto cuyos votantes estarán votando en el sitio del precinto consolidado.

El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.

Ubicación de las casillas electorales el Día de Elección	Número de precinto
Pittsburg Fire Station, 514 S. Greer Blvd., Pittsburg	1001
High School Auditorium, 300 North Texas St., Pittsburg	2002
Douglas Community Center, 408 N. Terry St. Pittsburg	3003
Camp County Courthouse 1 <sup>st</sup> Floor, 126 Church St. Pittsburg	4004

Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.

Ubicación de las casillas electorales de votación adelantada	Días y Horas Hábiles
Camp County Courthouse Basement, 126 Church Street, Room B-2, Pittsburg	febrero 18 <sup>th</sup> – 21 <sup>st</sup> and febrero 24 <sup>th</sup> - 28th 8:00 a.m. to 5:00 p.m.

Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:  
**Elaine Young**  
126 Church Street, Room 102  
Pittsburg, Texas 75686

Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: 21 de febrero de 2020.

Emitida este día 3rd de FEBRUARY de 2020.

### AVISO DE ELECCION PRIMARIA GENERAL, PARTIDO REPUBLICANO

A los votantes registrados de Condado de **Camp**, Texas:

Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 3 de marzo de 2020 para votar en la elección primaria general para el Partido Republican para nombrar funcionarios federales, los miembros de la Legislatura Estatal, y a los oficiales del estado, distrito, condado y del precinto; y con el propósito de elegir al president.

Si se han combinado precintos para establecer un precinto consolidado, incluya todos los números de precinto cuyos votantes estarán votando en el sitio del precinto consolidado.

El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.

Ubicación de las Casillas electorales el Día de Elección	Número de precinto
Pittsburg Fire Station, 514 S. Greer Blvd., Pittsburg	1001
High School Auditorium, 300 North Texas St., ttsburg	2002
Camp County Courthouse Basement. 126 Church St. Pittsburg	3003
Camp County Courthouse 1 <sup>st</sup> Floor, 126 Church St. Pittsburg	4004

Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.

Ubicación de las casillas electorales de votación adelantada	Días y Horas Hábiles
Camp County Courthouse Basement, 126 Church Street, Room B-2, Pittsburg	febrero 18 <sup>th</sup> – 21 <sup>st</sup> and febrero 24 <sup>th</sup> - 28th 8:00 a.m. to 5:00 p.m.

Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:  
**Elaine Young**  
126 Church Street, Room 102  
Pittsburg, Texas 75686

Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: 21 de febrero de 2020.

Emitida este día 3rd de February de 2020.

### NOTICE OF SALE

#### BY VIRTUE OF AN ORDER OF SALE

#### STATE OF TEXAS

#### CAMP COUNTY

and issued pursuant to judgment decree(s) of the District Court of Camp County, Texas, by the Clerk of said Court on said date, in the hereinafter numbered and styled suit(s) and to me directed and delivered as Sheriff or Constable of said County, I have on February 5, 2020, seized, levied upon, and will, on the first Tuesday in March, 2020, the same being the 3rd day of said month, at the South Steps, 126 Church Street of the Courthouse of the said County, in the City of Pittsburg, Texas, between the hours of 10 o'clock a.m. and 4 o'clock p.m. on said day, beginning at 01:30 PM, proceed to sell for cash to the highest bidder all the right, title, and interest of the defendants in such suit(s) in and to the following described real estate levied upon as the property of said defendants, the same lying and being situated in the County of Camp and the State of Texas, to-wit:

Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
1	TS-02-01060	05/31/19	11000-04200-00300-000000	2-5-20

THE FOLLOWING PROPERTIES HAVE BEEN STRUCK-OFF AT PREVIOUS TAX SALES AND ARE NOW BEING OFFERED FOR RE-SALE. CAMP CENTRAL APPRAISAL DISTRICT VS. B. A. DURHAM SR, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)

0.35 acres, more or less, out of Lot 3, Block 42, City of Pittsburg, Camp County, Texas, described in deed dated June 14, 1961, from Veatrice Hudgins to W. T. Wooten, in Volume 82, Page 196, Deed Records of Camp County, Texas (#2442)

Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
2	TS-02-01077	05/31/19	10001-05700-00150-000000	2-5-20

CAMP COUNTY, ET AL VS. JOE HARDY MOORE, SR., ET AL (TAX SALE HELD SEPTEMBER 3, 2019)  
Tract 1: 1.00 acre, more or less, situated in the O. Hendricks Survey, Abstract 68, Camp County, Texas, described in deed dated January 3, 1961, from Odister Fridia, et ux to Joe Hardy Moore, in Volume 81, Page 221, Deed Records of Camp County, Texas (#6202)

Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
3	TS-11-00197	05/01/15	10001-06800-00171-000000	2-5-20

CAMP COUNTY, ET AL VS. SAMUEL SUBLETT, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)  
Tract 3: 10.78 acres, more or less, situated in the Jesse Kitchens Survey, Camp County, Texas, described in deed dated March 21, 1956, from Mann Dooley, et ux to Samuel Sublet, in Volume 70, Page 300, Deed Records of Camp County, Texas (#8807)

Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
4	TS-15-00350	05/31/19	10001-05700-00198-000003	2-5-20

CAMP COUNTY, ET AL VS. JUAN CARLOS CUEVAS, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)  
4.00 acres, more or less, situated in the Obediah Hendricks Survey, Abstract 68, Camp County, Texas, described in deed dated December 29, 2005, from Gregory K. Jones, et al to Lisa D. Galvan-Cuevas, et al, in Volume 211, Page 886, Official Public Records of Camp County, Texas (#24416)

Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
5	CV-16-00354	05/31/19	10001-06800-00063-001000	2-5-20

CAMP COUNTY, ET AL VS. MARVIN ADAMS, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)  
4.201 acres, more or less, situated in the Jesse Kitchens Survey, Abstract 68, Camp County, Texas, described in deed dated March 22, 1988, from Abell Adams to Marvin Adams, et al, in Volume 239, Page 804, Deed Records of Camp County, Texas (#17091)

Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
6	TS-16-00367	05/31/19	21000-02100-00100-000477	2-5-20

CAMP COUNTY, ET AL VS. COY BRYANT, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)  
Lots 477 & 478, Section 1, Thunderbird Point Subdivision, described in Volume 1, Page 44, Plat Records of Camp County, Texas, including a Mobile Home, Label #s TEX0354525 & TEX0354526, Serial #s 1354760509A & 1354760509B, described on the tax rolls of Camp County, Texas (#12687)

Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
7	TS-16-00375	05/31/19	10001-06800-00027-000001	2-5-20

CAMP COUNTY, ET AL VS. BETTY HOLDEN, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)  
1.00 acre, more or less, Manufactured Home Label # NTA0504441 & NTA0504442, Serial # CRHTX5060A & CRHTX5060B, situated in the J. Kitchens Survey, Abstract 68, Camp County, Texas, described in deed

dated November 16, 1995, from Bertha Dooley to Betty Holden, in Volume 45, Page 561, Real Property Records of Camp County, Texas (#21403)

Adjudged Value \$9,005.00				
Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
8	TS-16-00388	05/31/19	10001-05900-00179-000000	2-5-20

CAMP COUNTY, ET AL VS. EDWARD ROGERS, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)  
0.50 acres, more or less, situated in the Vincent Hamilton Headright Survey, Camp County, Texas, described in deed dated December 7, 1982, from Edward Rodgers to Winford Ray Latchison, in Volume 228, Page 355, Deed Records of Camp County, Texas (#7738)

Adjudged Value \$21,349.00				
Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
9	TS-17-00406	08/03/18	13000-04300-00000-750000	2-5-20

CAMP COUNTY, ET AL VS. KATE FRANKLIN, ET AL (TAX SALE HELD DECEMBER 4, 2018)  
Tract 1: Lot 75, Harlem Heights Addition, City of Pittsburg, Camp County, Texas, according to the map or plat thereof, recorded in Volume 32, Page 366, Deed Records of Camp County, Texas (#2889)

Adjudged Value \$2,300.00				
Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
10	TS-17-00418	05/31/19	13000-04300-00004-000401	2-5-20

CAMP COUNTY, ET AL VS. ROHELIA J. WYNNE, A/K/A ROHELIA J. WYNNE LEFTWICH, A/K/A ROHELIA WYNN LEFTWICH, A/K/A ROHELIA J. LEFTWICH

All that certain tract of land situated out of Block 43, Nancy Glass Survey, Camp County, Texas, described as Lot 4, Aldridge Addition, an addition to City of Pittsburg, Camp County, Texas, being 3.25 acres, more or less, in Volume 58, Page 284, Deed Records of Camp County, Texas; SAVE & EXCEPT however, the following:

- a. that certain 100.00 feet by 140.00 feet, containing 0.321 acre tract described in Volume 119, Page 451, Deed Records of Camp County, Texas;
- b. that certain 67 1/2 yard by 19.00 yard, containing 0.265 acre tract described in Volume 187, Page 608, Deed Records of Camp County, Texas;
- c. that certain 0.123 acre tract described in Volume 196, Page 877, Deed Records of Camp County, Texas;
- d. that certain 0.192 acre tract described in Volume 230, Page 170, Deed Records of Camp County, Texas;
- e. that certain 0.192 acre tract described in Volume 231, Page 108, Deed Records of Camp County, Texas; and
- f. that certain 0.192 acre tract described in Volume 238, Page 46, Deed Records of Camp County, Texas; leaving herein a residue of 1.965 acres, more or less (#19625)

**Adjudged Value \$12,205.00**

(any volume and page references, unless otherwise indicated, being to the Deed Records, Camp County, Texas, to which instruments reference may be made for a more complete description of each respective tract.) or, upon the written request of said defendants or their attorney, a sufficient portion of the property described above shall be sold to satisfy said judgment(s), interest, penalties, and cost; and any property sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the said property, or their interest therein, within the time and in the manner provided by law, and shall be subject to any other and further rights to which the defendants or anyone interested therein may be entitled, under the provisions of law. Said sale to be made by me to satisfy the judgment(s) rendered in the above styled and numbered cause(s), together with interest, penalties, and costs of suit, and the proceeds of said sales to be applied to the satisfaction thereof, and the remainder, if any, to be applied as the law directs.

Dated at Pittsburg, Texas, February 5, 2020

Sheriff Alan D. McCandless  
Camp County, Texas

#### Notes:

The Minimum Bid is the lesser of the amount awarded in the judgment plus interest and costs or the adjudged value. However, the Minimum Bid for a person owning an interest in the property or for a person who is a party to the suit (other than a taxing unit), is the aggregate amount of the judgments against the property plus all costs of suit and sale. ALL SALES SUBJECT TO CANCELLATION WITHOUT PRIOR NOTICE. THERE MAY BE ADDITIONAL TAXES DUE ON THE PROPERTY WHICH HAVE BEEN ASSESSED SINCE THE DATE OF THE JUDGMENT. For more information, contact your attorney or LINE-BARGER GOGGAN BLAIR & SAMPSON, LLP., attorney for plaintiffs, at (903) 597-2897

### ATTENTION RUNNERS!

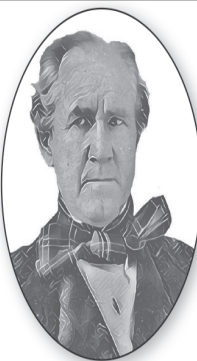
SATURDAY, FEBRUARY 29, 2020 • 8 A.M.

**RUN WITH SAM 5K**

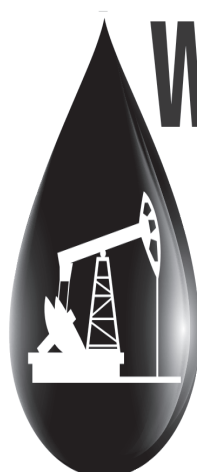
Sam Houston State University • Huntsville, TX

**\$20** Registration at [www.RunWithSam.org](http://www.RunWithSam.org)

Sponsors: Wiesner Huntsville, The Huntsville Item, Red Dirt Hurricane Outlaw Energy, Texas Press Association, Ink Slings, Insomnia Cookies and Sam Houston State University



More info? email:  
[runwithsam1793@gmail.com](mailto:runwithsam1793@gmail.com)



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PO Box 1800 • Lubbock, TX 79408-1800

[LoboMineralsLLC@gmail.com](mailto:LoboMineralsLLC@gmail.com)

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

**200201 Trades, Labor and Materials JOC**

**200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services**

**200203 Security Systems Products and Services**

**200204 Sports, Activity Equipment and Related Services**

**200205 Synthetic or Natural Sports**

**Fields, Courts or Tracks 2 Part with JOC**

**200206 New Buses and other Transportation Vehicles**

**200207 Used Buses and other Transportation Vehicles**

**200208 Bus and other Transportation Vehicle Parts and Service**

**200209 Energy Savings Performance Contracts (2)**

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

**Advertise in The Pittsburg Gazette**



4845 US Hwy 271 North | Pittsburg, TX 75686

[www.tips-usa.com](http://www.tips-usa.com) • 866-839-8477 • [tips@tips-usa.com](mailto:tips@tips-usa.com)

January 29, 2020

Daily Journal of Commerce, Inc.

Attn: Michelle Ropp

SDS 12-2632 PO Box 86

Minneapolis, MN 55486

Please print the following **LEGAL NOTICE** on **Friday, February 7, 2020 and Friday, February 14, 2020.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 200201 Trades, Labor and Materials JOC
- 200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services
- 200203 Security Systems Products and Services
- 200204 Sports, Activity Equipment and Related Services
- 200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC
- 200206 New Buses and other Transportation Vehicles
- 200207 Used Buses and other Transportation Vehicles
- 200208 Bus and other Transportation Vehicle Parts and Service
- 200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, and invoice to Kristie Collins at [kristie.collins@tips-usa.com](mailto:kristie.collins@tips-usa.com), when they are available.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Fax: 866-839-8472  
[www.tips-usa.com](http://www.tips-usa.com) | [kristie.collins@tips-usa.com](mailto:kristie.collins@tips-usa.com)

***"Connecting Members and Vendors Together"***



# Official Call for Bids

ATTENTION LEGAL ADVERTISERS — CHECK YOUR ADS!!!

Notify the Legal Advertising Department of errors immediately.

We will not be responsible for errors after the FIRST publication of any advertisement.

To place or make corrections to a Call for Bid Advertisement, please call 503-802-7205.

FAX: 503-222-5358 • E-mail: mropp@dcjcoregon.com

Deadline: 9:30 A.M. the business day prior to publication.

## FIRST TIME PUBLISHED

## CONSTRUCTION

### OREGON LEGISLATIVE ASSEMBLY CAPITOL WINGS ROOF REPLACEMENT

Bids Due 2:00 pm, March 5, 2020  
INVITATION TO BID

In order to better notify vendors and contractors in your area Oregon Legislative assembly, acting by and through its Office of the Legislative Administrator (OLA) is providing information on the following solicitation:

Solicitation # and Title: Capitol Wings Roof Replacement

ORPIN # 156-1014-20

Bid Closing Date and Time: Thursday, March 5th, 2020, at 2:00 PM (PST)  
Project Location: 900 Court Street NE, Salem Oregon 97301

Project estimate for bonding purposes: \$1,300,000.00

Brief Description: The purpose of the ITB is to establish a Contract for roof replacement of the 1977 wings.

Additional information and all bid documents may be obtained from the Oregon Procurement Information Network (ORPIN) at: <http://orpin.oregon.gov/open.dli/welcome>

Published Feb. 7, 2020. 11851378

### CITY OF PORTLAND INVITATION FOR BIDS

CONSTRUCTION BIDS ARE  
DUE BY 2:00 PM

ALL BIDS WILL BE OPENED  
AT 2:00 PM

Bids will be received electronically at <https://procure.portlandoregon.gov/bsq> for the Construction project detailed below until the time and dates indicated. All bids are due by 2:00 PM. Late bids will not be accepted.

Plans and specifications may be obtained online at <http://procure.portlandoregon.gov/>. For additional information, telephone the buyer at the number listed.

The City encourages bidding by D/M/W/ESB's and will assist such firms to understand and participate in the formal bidding processes.

**NON-DISCRIMINATION:** Bidder must be certified as an EEO Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

### CONSTRUCTION

On all construction projects the successful bidder shall be required to certify that he/she is in compliance with ORS 279C.800 to 279C.870 or the Davis Bacon Act, 40 USC § 3141 to 3148 relative to prevailing wage rates.

On projects where bidders are required to be prequalified, the bidder must be prequalified by Procurement Services in the stated category for an amount equal to the amount shown in the project description in this advertisement. Additional prequalification requirements may be described in the project specifications. A prequalification application must be filed with Procurement Services at least ten (10) calendar days prior to the last day for receipt of bids, unless stated otherwise in the bid documents.

### BID NO. DESCRIPTION

00001413 SE 136th Paving; Foster to Division Project: For plans and specifications order on-line at site <http://procure.portlandoregon.gov/> or call (503) 823-1075. For bidding information call Emmanuel Amunga, at (503) 823-2299 or email to [emmanuel.amunga@portlandoregon.gov](mailto:emmanuel.amunga@portlandoregon.gov).

**NO PREBID MEETING SCHEDULED. BIDDERS ENCOURAGED TO VISIT PROJECT SITE. PREQUALIFICATION REQUIRED IN CLASS 2 - STREET IMPROVEMENTS FOR \$5,000,000.**

Prequalification applications due at least ten (10) days prior to the bids due date.

**BIDS DUE: MARCH 03, 2020 BY 2:00 P.M.** via <https://procure.portlandoregon.gov/bsq>

Published Feb. 7, 2020. 11851541

### ATHENA-WESTON SCHOOL DISTRICT #29RJ

2020 SEISMIC UPGRADE PROJECT  
Proposals Due 2:00 pm,  
February 27, 2020

REQUEST FOR PROPOSALS  
Athena-Weston School District #29RJ is seeking General Contracting Services for the 2020 Seismic Upgrade Project, for work at the Weston Middle School, 205 East Wallace, Weston, OR.

All bids shall be submitted to Athena-Weston School District #29RJ in a sealed envelope and delivered to:

Athena-Weston School District #29RJ

ATTN: Paula Warner, Business Manager

375 S. 5th Street  
Athena, OR 97813

Sealed Bids will be received until: February 27, 2020 at 2 p.m. local time at the District Office, 375 S. 5th Street, Athena, OR 97813.

The outside of the envelope shall be clearly marked: "ATHENA-WESTON SCHOOL DISTRICT #29RJ - 2020 SEISMIC UPGRADE PROJECT"

Oregon. Meet at the Weston Middle School Maintenance Shop location. This non-mandatory pre-bid meeting will be immediately followed by voluntary site tours, leaving from the Weston Middle School Maintenance Shop location.

All Bids shall be in the format requested and/or furnished by Athena-Weston School District #29RJ, herein after referred to as District, or they may be rejected by the District.

Bid documents and plans may be obtained by emailing Paula Warner, Business Manager: [paula.warner@athwestsd.org](mailto:paula.warner@athwestsd.org).

Interested firms shall have no unauthorized contact with District staff or Board Members during the solicitation process. All questions shall be directed in writing to the District's Business Manager, Paula Warner, at [paula.warner@athwestsd.org](mailto:paula.warner@athwestsd.org). Published Feb. 7 & 14, 2020. 11848077

### EAST IMPROVEMENT DISTRICT

COLUMBIA RIVER PIPELINE  
PROJECT

PUMP STATION ELECTRICAL  
SYSTEM

CLOSING DATE AND TIME:  
THURSDAY, FEBRUARY 27, 2020,  
1:30 PM (PST)

INVITATION TO BID (306)

Notice is hereby given that East Improvement District (EID), an Oregon irrigation corporation, is inviting bids from qualified and responsible contractors for the construction of the Columbia River Pump Station Electrical System for EID's Columbia River Pipeline project. Additional details regarding the project and the goods and services sought are included in EID's Invitation to Bid and exhibits thereto (ITB 306).

ITB 306 can be obtained through the Oregon Procurement Information Network (ORPIN) at <https://orpin.oregon.gov>, and will not be mailed to prospective Offerors. It is imperative that proposers check ORPIN regularly for addenda, clarifications, and other notifications that may be pertinent.

The successful bidder will be asked to sign an agreement with EID, attached as part of the documents issued with ITB 306 (the "Agreement"). Bidders must evaluate the Agreement prior to submitting a bid, and will be deemed to have accepted the terms and conditions contained therein unless a protest of terms is timely received and approved by EID pursuant to the procedure set out in ITB 306. Objections to the terms and conditions made after expiration of the protest period in ITB 306 will not be considered, and may constitute grounds for subsequent denial of the contract.

A mandatory pre-bid conference will be held on February 17, 2020 at 10:00 AM. Bids shall be submitted in a sealed envelope plainly identifying ITB 306 and the bidder's name and address, and shall be delivered to IRZ Consulting, LLC, 500 N. 1st Street, Hermiston, OR 97838. Bids will be accepted until 1:30 PM on Thursday, February 27, 2020 (the "Closing Date"). Bids received after the 1:30 PM deadline will not be considered and will be returned unopened to the bidder(s).

Bids will be opened at 2:00 PM on the Closing Date at the office of IRZ Consulting, LLC, 500 N. 1st St., Hermiston, OR 97838. Subcontractor disclosure forms are due by 3:30 PM on the Closing Date.

EID may reject any bid not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all bids in whole or in part when the cancellation or rejection is in the best interest of EID, and at no cost to EID.

For additional information regarding this ITB, please contact Wayne Downey, Director of Construction, at [wayne.downey@irz.com](mailto:wayne.downey@irz.com). All communication shall be via email. Published Feb. 7, 2020. 11851555

### GERDING BUILDERS, LLC THE OLD JEFFERSON MIDDLE SCHOOL

JEFFERSON, OR  
DEMOLITION

Bids due: 2:00 pm February 25th, 2020  
INVITATION TO BID

Gerding Builders, LLC (OR CCB# 193549) is serving as the Construction Manager / General Contractor (CM/GC) for Jefferson School District, and is soliciting bids for the demolition of the old Jefferson Middle School, in Jefferson, OR. Gerding Builders is soliciting bids for the demolition only at this time.

Bid documents may be obtained electronically by contacting Scott Schumann, via email at [scotts@gerdingbuilders.com](mailto:scotts@gerdingbuilders.com). A non-mandatory pre bid has been scheduled for 2/13/20 at 10:00 am. Meet at the project site, 1344 N 2nd St., Jefferson, OR.

Bids can be delivered to the Gerding Builders office-200 SW Airport Rd., Corvallis, OR, emailed to [scotts@gerdingbuilders.com](mailto:scotts@gerdingbuilders.com), or delivered through "Building Connected", and must be received before 2:00 p.m. PDT. Bids received after the deadline will not be considered.

Gerding Builders is an equal opportunity employer and encourages the participation of minority women disabled

279C.800-870, Oregon Bureau of Labor and Industries (BOLI) requirements, and be licensed with the State of Oregon Construction Contractors Board. Published Feb. 7, 2020. 11851424

### VANCOUVER PUBLIC SCHOOLS

HAZARDOUS MATERIAL ABATEMENT  
& BUILDING DEMOLITION

Bids Due 4:00 pm, February 20, 2020  
ADVERTISEMENT FOR BID  
BID NO. 2020

Hazardous Material Abatement & Building Demolition at the following Vancouver Public School location: McLoughlin Middle School, 5802 MacArthur Blvd., Vancouver, WA 98661 - Vancouver Public Schools.

Notice is hereby given the Board of Vancouver Public Schools, Clark County, Washington, will receive bids until 4:00 p.m. (PST), February 20, 2020, at the Jim Parsley Center located at 2901 Falk Road, Vancouver, Washington, for the Abatement & Demolition of McLoughlin Middle School. The bids will be opened and read aloud, immediately after the closing time for their receipt, at which time all interested persons are entitled to attend the bid opening.

Bids will be received as follows: Contract consisting of Hazardous Material Abatement and Building Demolition. All work will be under a single contract.

Contract documents will be available February 7, 2020, and may be examined at the following offices:

Vancouver Public Schools Planning Department, 2901 Falk Road, Vancouver, WA 98661; 360-313-1040.

Southwest Washington Contractors Association, 7017 NE Highway 99, Suite 214; Vancouver, WA 98665; [info@swca.org](mailto:info@swca.org), [www.swca.org](http://www.swca.org).

Contract documents will be available to view and/or download beginning on February 7, 2020, at J-2 Blue Print Supply Company, 8100 NE St. Johns Road, Suite B-101, Vancouver, WA, 360-696-1861; <https://plans.12b.com/site/vansd>.

Prospective bidders will be required to sign in as an account manager to have access to the project documents. Contact J2 Blue Print Plan Center regarding questions or setting up an account or viewing the documents. Printed sets or sheets may be purchased directly from printer.

No bid will be considered unless in complete accord with the instructions to bidders, and submitted upon the official proposal form included in the contract documents. Each bid must be accompanied by bid security in the form of a bid bond, certified bank check, or cashier's check executed in favor of the Owner for not less than 5 percent (%) of the basic bid amount, excluding applicable State of Washington taxes. Bid security shall be forfeited as damages should the bidder neglect or refuse to enter into a contract and provide a suitable bond for performance/payment for labor and materials. In addition, each bid shall include non-collusion acknowledgement and certification of non-segregated facilities.

This project is considered a Public Works project. Attention of bidders is called to State of Washington statutes, regulations and rules pertaining, but not limited to, the following public works projects: non-discrimination in employment and facilities; rates of payment for wages and fringe benefits to workers; forms of bids; bonds, contracts and certificates; restrictions of lien, taxes and retainage; and barrier-free facilities for the handicapped.

The Owner reserves the right to waive any informalities and to reject any or all bids.

No bidder may withdraw or modify his bid after the time set for the bid opening until after 45 calendar days from bid opening date.

There will be a non-mandatory pre-bid conference on February 13, 2020 at 4pm, at McLoughlin Middle School - 5802 MacArthur Blvd., Vancouver, WA 98661 per Section 00 21 13: Instructions to Bidders.

By Order of the Board  
Contact:  
Todd Horenstein, AIA  
Assistant Superintendent,  
Capital Facility Planning  
Vancouver School District No. 37  
360-313-1040

Published Feb. 7 & 12, 2020. 11847284

### SALEM-KEIZER SCHOOL DISTRICT

2020 HAYESVILLE ELEMENTARY  
Bids Due 2:00 pm, February 18, 2020  
ADVERTISEMENT FOR BIDS

Sealed bids will be received by Salem-Keizer School District, Purchasing Department, via online e-procurement system, until Tuesday, February 18th, 2020, for 2020 Hayesville Elementary, Bid Number 2019-859.

BID CLOSING: 2:00 P.M., local time  
DISCLOSURE DEADLINE 4:00 P.M., local time

BID OPENING: Immediately after bid closing

The project consists of new construction of approximately 6,300 sq feet to include classrooms, and support spaces, work also includes a covered play area and some interior remodel work. Seismic upgrades are included in the project.

**MANDATORY:** This bid is only open to small general contractors prequalified under RFP 395. Contractors may contact the Construction Services office to verify their status.

The District is using an online bidding system Vendors wishing to submit a bid must register on this system. The URL is <https://skbid.ionwave.net>. Instructions for registration, technical assistance, and training on using the system are available by appointment. Contact Purchasing, La Von Maskell, at 503-399-3086 for assistance.

the closing deadline. Bids received after the time fixed for receiving bids cannot be considered.

Bidding documents are available on line at the site listed above.

No bid will be received or considered unless the Bid contains a statement by the bidder certifying, as part of the bid, compliance with the provisions required by ORS 279C.800 to 279C.870 (Prevailing Wage Rate).

Pursuant to ORS 279C.365, no bid for a construction contract shall be received or considered by the public contracting agency unless the bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board.

Contractors and sub-contractors performing any asbestos abatement work are to be licensed by the Department of Environmental Quality as provided in ORS 468A.700-468A.760.

No bid will be received or considered by the District unless the bid contains a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120.

No proposal will be considered unless accompanied by bid security in the form of a surety bond executed by a State licensed surety company, payable to the Salem-Keizer School District 24J in an amount equal to ten percent (10%) of the Base Bid. No interest will be paid on bid security. Return or retention of bid security shall be subject to the provisions of ORS 279C.385.

Pursuant to ORS 279C.395 the School District may reject any bid not in compliance with all prescribed bidding procedures and requirements and may reject for good cause any or all bids if, in the judgment of the Board of Directors, it is in the public interest to do so. The School District shall have the right to waive informalities and to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bidding Documents.

No bidder may withdraw their bid after the hour set for the opening thereof and before award of the Contract, unless award is delayed beyond sixty (60) days from the bid opening date.

By order of:  
Salem-Keizer School District 24-J  
By: TODD WILSON, Buyer  
ANGELA FLORES  
CARLSON VEIT JUNGE  
ENGINEER/ARCHITECT CO.  
Published Feb. 7, 2020. 11847734

## GOODS AND SERVICES

### THE INTERLOCAL PURCHASING SYSTEM PROCUREMENT SOLICITATIONS

Proposals Due 3:00 pm,  
March 20, 2020

REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

200201 Trades, Labor and Materials JOC

200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services

200203 Security Systems Products and Services

200204 Sports, Activity Equipment and Related Services

200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC

200206 New Buses and other Transportation Vehicles

200207 Used Buses and other Transportation Vehicles

200208 Bus and other Transportation Vehicle Parts and Service

200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Feb. 7 & 14, 2020. 11845753

### CITY OF BEND HVAC MAINTENANCE/ON-CALL REPAIR

Proposals Due 3:00 pm,  
March 10, 2020

REQUEST FOR PROPOSALS  
SOLICITATION NO. 20-4233

The City of Bend requests proposals to provide the services necessary for a two-year HVAC Preventative Maintenance/On-Call Repair Services contract for all City of Bend facilities identified in this Request for Proposals (RFP). The contract will include the option to renew the contract annually for up to 3 additional one year terms.

A mandatory pre-submittal meeting will be held at 8:30 a.m. on February 27, 2020, in the Council Chambers at City Hall, 710 NW Wall Street, Bend OR 97703. Contractors interested in responding to this RFP are encouraged to attend.

Sealed proposals must be submitted by March 10, 2020, 3:00 p.m., at City Hall, 710 NW Wall Street, 2nd Floor, Bend, Oregon, 97703, Attn: Dan Galanaugh, Senior Procurement Analyst. Proposals will not be accepted after deadline. The outside of the package containing the proposal shall identify the company name and the project: HVAC Maintenance/On-Call Repair, Solicitation No. 20-4233.

Solicitation packets may be obtained from Premier Builders Exchange at [www.premierbex.com](http://www.premierbex.com) (click on Public Works Projects) or at 63052 Layton Ave., #100, Bend, Oregon. Proposers must register with Premier Builders Exchange as a document holder to receive notice of addenda. This can be done on the Premier Builders Exchange website or by phone at 541-389-0123. Proposers are responsible for checking the website for the issuance of any addenda prior to submitting a proposal. Proposal results are available from Premier Builders

for proposal, 2) reject any or all proposal not in compliance with public solicitation procedures and requirements, 3) select contractor on the basis of the proposals or to conduct interviews with the highest qualified proposers after scoring, 4) seek clarifications of any or all proposals, and 5) to select the proposal which appears to be in the best interest of the City.

This project is subject to the provisions of ORS 279C.800 through 279C.870 regarding payment of prevailing wages.

Dan Galanaugh  
Senior Procurement Analyst  
541-385-6677

Published Feb. 7, 2020. 11847719

### MULTNOMAH COUNTY DRAINAGE DISTRICT NO. 1 ENGINEERING AND RELATED SERVICES

Bids Due 2:00 pm, March 5, 2020  
REQUEST FOR QUALIFICATIONS  
(RFQ) No. MC-010-2020

Multnomah County Drainage District No. 1 requests multiple qualifications from engineering firms interested in providing engineering and/or related services, including but not limited to the services listed below, which includes services in support of current and future public projects and their maintenance. The intent is to establish a list of qualified Consultants who will be available to provide these services on an "on-call / as-needed" basis. Firms shall submit a separate qualification response for each qualified Service Category that they wish to be considered for, per the RFQ instructions.

Consultants and their staff will have demonstrated experience performing the services at a professionally licensed/certified level as a typical part of their business.

**Service Categories for this RFQ are:** Water Resources Engineering, Pump Station Engineering, Geotechnical Engineering, Structural Engineering, Surveying Services, and Drafting Services. Consultants may submit qualifications for one or more Service Category. The District intends to award Contracts to multiple Consultants within the same Service Categories.

Consultants will be selected to provide services based on qualifications and availability. MCDD is not guaranteeing any amount of work as a result of this RFQ or award of a Contract.

Qualifications shall be submitted to Guy Melton, Purchasing Analyst, Multnomah County Drainage District No. 1, 1880 Elrod Drive, Portland, OR 97211. DUE DATE: Thursday March 5, 2020 by 2:00 PM PT.

RFQ documents may be obtained from the Oregon Procurement Information Network (ORPIN) <https://orpin.oregon.gov/open.dli/welcome>

All qualifications shall be submitted as set forth in the solicitation document. Firms responding to this

RFQ are responsible for submitting qualifications in the manner, format, and to the delivery point required by the RFQ Document.

MCDD reserves the right to waive any or all informalities and irregularities; cancel the Request for Qualifications; and/or reject any or all qualifications if doing either would be in the public interest as determined by the District.

Guy Melton  
Purchasing Analyst  
Published Feb. 7, 2020. 11851577

### CITY OF BEAVERTON MUNICIPAL COURT TRAFFIC SCHOOL PROVIDER

Bids Due 2:00 pm, February 28, 2020  
REQUEST FOR PROPOSAL  
SOLICITATION #3642-20B

The City of Beaverton Municipal Court is seeking sealed proposals from qualified companies to be the Court's Traffic School Provider for its Traffic School Safety Program. Proposers are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required.

Sealed proposals will be received until 2:00 pm on February 28, 2020, at the Beaverton Building, Finance Utility Billing Counter on the second floor at 12725 SW Millikan Way, Beaverton, Oregon 97005, Attention: Terry L. Murrill, CPPB, Purchasing Agent. There will be no formal opening. Facsimile proposals will not be accepted. Proposals will not be accepted after the stated opening date and time. Late proposals will be returned to the proposer unopened.

Solicitation packets may be downloaded from <http://apps.beavertonoregon.gov/Bids/> or may be obtained at the address listed above or by calling the Bid Line at 503-526-2228.

Proposers are required to certify non-discrimination in employment practices in accordance with ORS 279A.110(4), and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposer is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Beaverton's Contract Review Board Policy.

The City of Beaverton reserves the right (1) to reject any or all proposal not in compliance with public bidding procedures, (2) to postpone award of the contract for a period not to exceed ninety (90) days from date of proposal opening, (3) to waive informalities in the proposals, and (4) to select the proposal which appears to be in the best interest of the City.

Published Feb. 7, 2020. 11851504

### TUALATIN VALLEY WATER DISTRICT

BACKFLOW ASSEMBLY TESTING,  
REPAIR, AND REPLACEMENT  
SERVICES

PROPOSALS ARE DUE 2:00 P.M. ON  
FEBRUARY 27, 2020

REQUEST FOR PROPOSALS  
RFP NO. TVWD-020120

PUBLISHED FIRST TIME TODAY  
Tualatin Valley Water District is seeking



(COBID) or the Washington State Office of Minority & Women's Business Enterprises (OMWBE). Prime-tier Subcontractors that are not certified firms will have the same goal to utilize lower-tier SBE's for 20% of construction costs, of which 8.5% shall be minority owned businesses.

Contractor is an equal opportunity employer and request bids from all qualified firms. CCB License # 186536. Published Feb. 12 & 14, 2020.

11853309

## ATHENA-WESTON SCHOOL DISTRICT #29RJ

### 2020 SEISMIC UPGRADE PROJECT

Proposals Due 2:00 pm,

February 27, 2020

#### REQUEST FOR PROPOSALS

Athena-Weston School District #29RJ is seeking General Contracting Services for the 2020 Seismic Upgrade Project, for work at the Weston Middle School, 205 East Wallace, Weston, OR.

All bids shall be submitted to Athena-Weston School District #29RJ in a sealed envelope and delivered to:

Athena-Weston School District #29RJ

ATTN: Paula Warner, Business Manager

375 S. 5th Street  
Athena, OR 97813

Sealed Bids will be received until: February 27, 2020 at 2 p.m. local time at the District Office, 375 S. 5th Street, Athena, OR 97813.

The outside of the envelope shall be clearly marked: "ATHENA-WESTON SCHOOL DISTRICT #29RJ - 2020 SEISMIC UPGRADE PROJECT"

A non-mandatory pre-bid meeting will be held at February 19, 2020 at 10 AM a.m. local time, 2020 at Weston Middle School, 205 East Wallace, Weston Oregon. Meet at the Weston Middle School Maintenance Shop location. This non-mandatory pre-bid meeting will be immediately followed by voluntary site tours, leaving from the Weston Middle School Maintenance Shop location.

All Bids shall be in the format requested and/or furnished by Athena-Weston School District #29RJ, herein after referred to as District, or they may be rejected by the District.

Bid documents and plans may be obtained by emailing Paula Warner, Business Manager: paula.warner@athwestsd.org.

Interested firms shall have no unauthorized contact with District staff or Board Members during the solicitation process. All questions shall be directed in writing to the District's Business Manager, Paula Warner, at paula.warner@athwestsd.org. Published Feb. 7 & 14, 2020.

11848077

## COWLITZ COUNTY

### COWLITZ COUNTY HEADQUARTERS LANDFILL CELL 9 EARTHWORKS CONSTRUCTION PROJECT

Bids Due 11:00 am, February 18, 2020

#### INVITATION TO BID

The Board of County Commissioners of Cowlitz County, Washington will receive sealed bids until February 18, 2020, prior to 11:00 a.m., for the following work: COWLITZ COUNTY HEADQUARTERS LANDFILL CELL 9 EARTHWORKS CONSTRUCTION PROJECT.

At that time all bids will be publicly opened and read in the Board's hearing room. Bids must be addressed to:

Board of County Commissioners

Attn: Clerk of the Board

207 Fourth Avenue North

Kelso WA 98626

Work performed under this contract consists of the following:

Construction of approximately 30 acres of Cell 9 landfill earthworks requiring excavation and embankment to prepare subgrade; clearing, grubbing, burning, and fine stripping of existing landfill subgrade; supply and installation of landfill HGCS gravel and piping, supply and installation of CDF-encased stormwater piping; construction of perimeter concrete channel and perimeter gravel road improvements; supply and installation of landfill gas header piping and other stormwater piping; seeding; and general grading and drainage improvements of perimeter roads and ditches. The County's existing ground survey of the work area, and the design plan views, are available in AutoCad format upon request during the bidding process.

A prebid meeting will be held on Thursday, February 6, 2020 at 9:00 a.m., in the Training Room at the Public Works Building, 1600 - 13th Avenue S., Kelso, WA 98626.

Project bid documents (Plans, specifications, addenda, bid documents, bidders list and plan holders list) for this project are available online for inspection during the bidding period through the Builders Exchange of Washington (BXWA) website at [www.bxwa.com](http://www.bxwa.com). Click on Posted Projects, then Public Works, then Cowlitz County and then Projects Bidding. These documents are available for viewing, downloading and printing on your own equipment free of charge. This service is provided to Prime Bidders, Subcontractors, and Vendors bidding on this project. Bidders will need to "Register as a Bidder" through the BXWA in order to receive automatic e-mail notification of future addenda and to be placed on the Bidders List. Bidders should contact Builder's Exchange of Washington at (425) 258-1303 for questions regarding access or registration.

It is the sole responsibility of the Bidder to obtain Addenda, if any. Addenda information will be available on the BXWA web site at [www.bxwa.com](http://www.bxwa.com). Cowlitz County accepts no responsibility or liability and will provide no

accommodation to bidders who fail to check for addenda and thereby submit inadequate or incomplete responses.

Cowlitz County will not provide paper copies of the Project bid documents for this project for bidding purposes. A copy of the plans and specifications may be reviewed at the office of the Clerk of the Board of County Commissioners.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Cowlitz County.

All documents received in response to this invitation to bid will become a matter of public record and subject to the Washington public disclosure act under chapter 42.56 RCW.

Cowlitz County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The Board reserves the right to reject any and all bids and to waive any immaterial irregularities or informalities in any bid or in the bidding.

DATED this 28th day of January, 2020.

BOARD OF COUNTY COMMISSIONERS OF COWLITZ COUNTY, WASHINGTON

Published Jan. 31; Feb. 7 & 14, 2020.

11845534

## GOODS AND SERVICES

### OREGON RASPBERRY AND BLACKBERRY COMMISSION ANNUAL CONTRACT FOR ADMINISTRATIVE SERVICES

Proposals Due 4:00 pm,

April 2, 2020

#### REQUEST FOR PROPOSALS

The Oregon Raspberry and Blackberry Commission (ORBC) is accepting proposals from qualified firms for the purpose of entering into a contract to provide ORBC with administrative services. The full RFP, including minimum qualifications and proposal requirements, is available at [www.oregon-berries.com/the-orbc/](http://www.oregon-berries.com/the-orbc/) PROPOSAL DEADLINE: 4:00 p.m., Thursday, April 2, 2020.

SINGLE POINT OF CONTACT: All inquiries regarding this RFP must be made to

Kris Anderson, ODA Commodity Commission Oversight Program Manager  
1207 NW Naito Parkway, Suite 104  
Portland, OR 97209  
503-872-6600

PRE-PROPOSAL CONFERENCE: Wednesday, February 19, 2020 at 9 a.m. at

Food Innovation Center

1207 NW Naito Parkway

Portland, OR 97209

Published Feb. 10, 12 & 14, 2020.

11852206

### THREE RIVERS SCHOOL DISTRICT

#### STUDENT TRANSPORTATION SERVICES

Proposals Due 2:00 pm,

March 24, 2020

#### REQUEST FOR PROPOSALS

The Three Rivers School District is seeking proposals from qualified contractors to provide student transportation services including home to school transportation, individualized transportation and trips per the specifications of the solicitation document, which is available at <https://www.threerivers.k12.or.us/departments/business-and-finance/rfps>. The contract period is expected to begin July 1, 2020 with an initial five year term.

Any qualified contractor interested in submitting a proposal is required to attend a pre-proposal meeting on February 19, 2020 at 2:00 PM PST at the District Administration Office at 8550 New Hope Road, Grants Pass, OR 97527. Statements made by District representatives at the pre-proposal meeting are not binding unless confirmed by written addendum.

Sealed proposals will be received until 2:00 PM, PST on March 24, 2020 and shall be delivered to the District Administration Office, 8550 New Hope Road, Grants Pass, OR 97527 clearly marked "Proposal for Student Transportation Services." The District reserves the right to reject any or all proposals.

Published Feb. 12 & 14, 2020.

11851593

### THE INTERLOCAL PURCHASING SYSTEM PROCUREMENT SOLICITATIONS

Proposals Due 3:00 pm,

March 20, 2020

#### REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

200201 Trades, Labor and Materials JOC  
200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services  
200203 Security Systems Products and Services  
200204 Sports, Activity Equipment and Related Services  
200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC  
200206 New Buses and other Transportation Vehicles  
200207 Used Buses and other Transportation Vehicles  
200208 Bus and other Transportation Vehicle Parts and Service  
200209 Energy Savings Performance Contracts (2)  
Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.  
Published Feb. 7 & 14, 2020.

11845753

## DESCHUTES COUNTY DEPARTMENT OF SOLID WASTE

### WASTE CHARACTERIZATION STUDY

Proposals Due 4:00 pm, March 5, 2020

#### REQUEST FOR PROPOSALS

The Deschutes County Department of Solid Waste is soliciting for proposals to perform a Waste Characterization Study to quantify the composition of the municipal solid waste stream generated and managed at Knott Landfill in Bend, Oregon.

In general, the services to be provided include:

- Development and preparation of Sampling Plan that provides a statistically valid sampling and analysis of Deschutes County's municipal solid waste stream managed at Knott Landfill.
- Performing waste sampling an analysis consistent with the Sampling Plan.

- Preparation of a report quantifying the Sampling Plan effort and results.

The Request for Proposal may be obtained or examined at the Deschutes County Department of Solid Waste offices at the address listed below or viewed at <https://www.deschutes.org/rfps>. Inquiries regarding this solicitation shall be directed to Timm Schimke, Director of Solid Waste at (541) 317-3177 or [TimmS@deschutes.org](mailto:TimmS@deschutes.org).

IMPORTANT: Prospective proposers downloading/accessing website-posted specifications and other bid documents MUST complete and submit the Contact Information Form provided on the website, to receive follow-up documents (addenda, clarifications, etc). Failure to provide contact information will result in proposer disqualification.

Proposers must submit five proposal copies by 4:00 p.m. on Thursday, March 5, 2020 at the Deschutes County Solid Waste Department, 61050 S.E. 27th Street, Bend, Oregon 97702. Proposals should be addressed to Timm Schimke, Director of Solid Waste. Proposals may be submitted in person or by mail and must be received by the Solid Waste Department by the due date and time specified above. E-mail or facsimile proposals will not be accepted.

This is not a contract offer and with this solicitation, the proposer assumes any liability for the costs incurred in the preparation and transmittal of proposals in response to the solicitation.

Award of this project will be based on criteria as described in the Request for Proposals and includes, but is not limited to experience and qualifications in design and implementation of solid waste characterization studies.

Questions regarding this solicitation can be directed to:

Timm Schimke, Director of Solid Waste  
Deschutes County Solid Waste Department

61050 SE 27th Street

Bend, Oregon 97701

Phone: (541) 317-3177

Fax: (541) 317-3959

Email: [timms@deschutes.org](mailto:timms@deschutes.org)

Published Feb. 12 & 14, 2020.

11851390

### CONFEDERATED TRIBES OF THE WARM SPRINGS RESERVATION OF OREGON PROPANE DELIVERY

BIDS DUE 4:30 PM, MARCH 5, 2020

#### CALL FOR BIDS

BID# B9180-V01-4229

The Confederated Tribes of the Warm Springs Reservation will accept sealed bids for the supply and delivery of our annual Propane. Propane delivery sites are spread across numerous locations within a 40 mile radius of Warm Springs campus area. The estimated annual usage of propane is: 58,548 gal. for about 23 tanks.

Contract period will run through December 31, 2020 with the option of two additional years.

Project is subject to Indian Preference and all other federal, state and tribal regulations applicable.

Complete bid packets and requirements are available by contacting: Elizabeth A. Chase, Purchasing/ Contracting Manager, P.O. Box 1169/ 1233 Veterans St., Warm Springs, OR 97761 or calling (541) 553-3254 or e-mail [libby.chase@wstribe.org](mailto:libby.chase@wstribe.org).

Bid packets will only be made available until 1:00 PM, February 19, 2020 as propane rates will be based on February 20, 2020 rack price.

Bids must be submitted on the bid forms provided and in a sealed envelope by the specified time. Late bids will not be accepted.

Published Feb. 12 & 14, 2020.

11852445

## TUALATIN VALLEY WATER DISTRICT

### CONSTRUCTION MANAGER / GENERAL CONTRACTOR

#### FARMINGTON ROAD BOOSTER PUMP STATION AND DISCHARGE

##### MAIN PROJECT

PROPOSALS DUE March 4, 2020

BY 2:00 P.M.

#### REQUEST FOR PROPOSAL

Proposals for Construction Manager / General Contractor (CMGC) of the Farmington Road Booster Pump Station and Discharge Main for the Tualatin Valley Water District (Owner) will be accepted by Wendy Burns, Contracts Coordinator, Tualatin Valley Water District, at 1850 SW 170th Avenue, Beaverton, Oregon 97003, until March 4, 2020 at 2:00 P.M., Pacific Daylight Time. Any applications received after the specified time will not be considered.

The District is undertaking the Farmington Road Booster Pump Station and Discharge Main Project to provide reliable water supply to customers in the area. The pump station is located at 20865 SW Farmington Road in Beaverton. A new 18-inch diameter, ductile iron, 10,500-foot-long discharge main will be installed to connect the pump station to the Cooper Mountain Reservoir at the intersection of SW 190th and SW Kemmer Road in Beaverton, Oregon.

Farmington Road Booster Pump Station and Discharge Main needs to be installed in advance of the Willamette Water Supply Project being completed and to provide an alternative way to serve water to TVWD Customers in the Cooper Mountain area. This project generally includes the following:

- Pump and pump house, including water quality sampling, fluoride injection, flow control, site civil improvements
- 10,500 feet of discharge piping and suction piping
- SCADA and security system

The proposed schedule for selecting and contracting with a CMGC is provided below. Minor deviations may occur due to unforeseen circumstances.

Issue Request for Proposal: February 12, 2020

Proposer Notification of Intent to Attend Confidential Meeting: February 17, 2020

TVWD Notification Confidential Meeting Schedule: February 18, 2020

Pre-Proposal Confidential Meetings - Time TBD: February 24, 2020

Deadline for Questions: February 28, 2020

Issue Final Addenda: March 2, 2020

Proposal Submission Due Date: March 4, 2020

Interviews (if required): March 18, 2020

Design-Build Selection: March 23, 2020

Solicitation documents may be viewed at the Tualatin Valley Water District office, 1850 SW 170th Avenue, Beaverton, Oregon, 97003 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays.

Proposal Documents may be obtained in either electronic or hard copy format by contacting:

Contractor Plan Center, Inc.  
5468 SE International Drive  
Milwaukie, OR 97222  
Phone: (503) 650-0148  
Fax: (503) 650-8273  
E-mail: [megan@contractorplancenter.com](mailto:megan@contractorplancenter.com)

[www.contractorplancenter.com](http://www.contractorplancenter.com)

Proposals are due March 4, 2020 at

2:00 p.m. and shall be publicly opened shortly thereafter with only the names of all proposers who provided a proposal being disclosed. Any proposals received after this date and time will not be accepted. Proposals may be delivered to Wendy Burns, Contracts Coordinator, Tualatin Valley Water District, 1850 SW 170th Ave., Beaverton, OR 97003. Proposers shall provide one (1) original and five (5) copies of their proposal.

The Tualatin Valley Water District reserves the right to cancel this solicitation, reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, including proposer responsibility under ORS 279C.375 (3) (b), and may reject for good cause any and all proposals upon the District's finding that it is in the District's or the public's best interest to do so. The District reserves the right to waive informalities and to negotiate a contract with the highest scored proposer.

The contractor will be responsible for the cost of obtaining the Solicitation documents, including any shipping charges. The contractor will also be responsible for signing a confidentiality agreement prior to obtaining the documents. Return of the documents is not required, and the amount paid for the documents is nonrefundable.

Dated at the Tualatin Valley Water District Offices, Beaverton, Oregon, this 12th day of February 2020.

For more information regarding this project, please contact Wendy Burns at [wendy.burns@tvwd.org](mailto:wendy.burns@tvwd.org).

Published Feb. 12 & 14, 2020.

11853037

## UNIVERSITY OF OREGON ZEBRAFISH INTERNATIONAL

### RESOURCE CENTER (ZIRC) NIH C06 EXPANSION

Qualifications Due 1:00 pm,

March 3, 2020

#### REQUEST FOR QUALIFICATIONS

The University of Oregon, Design and Construction office, a department within Campus Planning and Facilities Management, is soliciting Proposals for CM/GC Services associated with the following:

**Project Name:** Zebrafish International Resource Center (ZIRC) NIH C06 Expansion

**Project Description:** The National Institute of Health (NIH) has award the University of Oregon a C06 construction grant for the modernization of the Zebrafish International Resource Center (ZIRC). The project will include equipment replacements, renovations to the existing space, and 3,000 - 5,000 square foot expansion. The building expansion will be the net increase of a new building addition and the demolition of a portion of the existing structure.

**Project Budget:** \$8.5million

**Proposed GMP Range:** \$4.5 - 6 million

**Submission Date and Time:** 1:00PM PST, Tuesday March 3, 2020

**Site Visit:** Mandatory Site Visit set for 1:00 PM February 18, 2020 - Design and Construction Conference Room, 1295 Franklin Blvd. (North of Franklin on Onyx Street; Second Floor, large silver warehouse)

**RFP Posting Location:** <http://pcs.uoregon.edu/content/business-opportunities>

For complete details and contact information, please refer to the "CM/GC RFP - Zebrafish International Resource Center (ZIRC) NIH C06 Expansion" RFP posted at the above link.

Published Feb. 10, 12 & 14, 2020.

11851724

# Public Notices

## ATTENTION LEGAL ADVERTISERS – CHECK YOUR ADS!!!

Notify the Legal Advertising Department of errors immediately.

**We will not be responsible for errors after the FIRST publication of any advertisement.**

To place or make corrections to a Legal Advertisement, please call 503-802-7205.

FAX: 503-222-5358 E-mail: [mropp@djcoregon.com](mailto:mropp@djcoregon.com)

Deadline: **9:30 A.M.** the business day prior to publication.

## FIRST TIME PUBLISHED

## LIEN SALE

### CLAIM OF POSSESSORY LIEN

#### NOTICE OF FORECLOSURE SALE

ORS CHAPTERS 87 & 98 & 819 & 483

Date: 1-2-2020

Registered Owner: Ernest Alexander Romero

53281 E Sylvan Dr

Sandy, OR 97055

Title Lien Holder: Onpoint Comm. C.U.

P.O. Box 3750

Portland, OR 97208-3750

Vehicle: 2011 Mercedes

License No.: 276LGC

Vehicle I.D.: WDDGF5EB1BR181523

Possession of the above referenced vehicle was made on 12-31-19 from SE TV Hwy & Brookwood the requesting authority was HPD

Authority is granted under ORS 819.140, 483.351 to 483.394, 819.160, 98.812, 87.172, 87.176 to 87.206, 87.152 and 87.166 to 87.212. This notice meets the requirements of SB372 passed in 2019.

Labor and Towing fees payable are \$653.25, plus \$34.75 per day storage fee, starting from tow date. You are hereby notified that we will foreclose on this vehicle at 10:00 am PST on 3-2-20, at 240 Wood St., Hillsboro, OR 97123





4845 US Hwy 271 North | Pittsburg, TX 75686

[www.tips-usa.com](http://www.tips-usa.com) • 866-839-8477 • [tips@tips-usa.com](mailto:tips@tips-usa.com)

January 29, 2020

The Advocate  
C/O Legal Notices (Kristi Bunch)  
PO Box 588  
Baton Rouge, LA 70821

Please print the following **LEGAL NOTICE** on **Thursday, February 6, 2020 and Thursday, February 13, 2020.**

-----  
The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 200201 Trades, Labor and Materials JOC
- 200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services
- 200203 Security Systems Products and Services
- 200204 Sports, Activity Equipment and Related Services
- 200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC
- 200206 New Buses and other Transportation Vehicles
- 200207 Used Buses and other Transportation Vehicles
- 200208 Bus and other Transportation Vehicle Parts and Service
- 200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

-----  
***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, and invoice to Kristie Collins at [kristie.collins@tips-usa.com](mailto:kristie.collins@tips-usa.com), when they are available.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Fax: 866-839-8472  
[www.tips-usa.com](http://www.tips-usa.com) | [kristie.collins@tips-usa.com](mailto:kristie.collins@tips-usa.com)

***“Connecting Members and Vendors Together”***







Client Name: \_\_\_\_\_  
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Size: \_\_\_\_\_  
Color Type: \_\_\_\_\_

THE ADVOCATE  
Baton Rouge, Louisiana

Publication Date: 02/06/2020

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Advocate on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.



'07 Chevy Malibu. Wrecked. Frame in good cond. 195K mi. \$1900 obo. AS is 225-430-1001.

**Team Honda**  
855-313-8326

We Buy Used Cars  
\$500-\$50,000

Vans/Cars/Trucks  
Foreign/Domestic  
All Makes & Models



2010 Chrysler 300 V6 138K mi very good cond \$3995 obo Call 225-647-2399.

**Classic Cars**

'67 Chevelle SS, 468, automatic, pwr-steering/brakes A/C \$32K 225-445-4150.



2009 Ford Fusion. Very clean, runs excellent with AC&Heat. 225-231-5187. \$4900



2011 JAGUAR XJL, 4 door sedan, 1 owner, garage kept, exc. cond. \$17,500. 985-886-1051

2017 JAGUAR XE 35T, 1 owner, 9435 mi. Bk/bk. \$27,500 225-270-1875 exc cond.



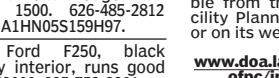
2000 Grand Marquis \$3400 obo. Great condition. Call 225-778-5257



'18 TOYOTA RAV 4, black, loaded, 35K factory warranty. \$17,900. 225-993-8296



**TEAM TOYOTA**  
BEST SELECTION  
of Used Cars, Trucks, SUV  
CERTIFIED  
I-12 @ O'NEAL  
225-273-5880 \* 800-270-5880



2005 Dbl Cab Dodge Ram Model 1500, 626-485-2812 #1D7H11HN05S159H97.

2013 Ford F250, black w/gray interior, runs good 132K. \$9000. 225-743-3301



**Team Honda**  
855-313-8326

We Buy  
Used Cars  
\$500-\$50,000

Vans/Cars/Trucks  
Foreign/Domestic  
All Makes & Models

www.galvezmotorcars.com  
FOR GOOD USED TRUCKS!  
225-647-5501



2014 Town & Country DVD, 107,500 mi. 100K tune up done. \$7500. 504-432-6937



Southpoint Volkswagen  
800-291-0025/225-291-6000  
13940 AIRLINE HWY



**Public Notices Bids/Proposals**

Bids/Proposals  
Bonds  
Conservation  
Constable Sales  
Council Admin  
Court  
DEQ Permits  
Jurors  
Large  
Marshall Sales  
Meet/Hear/Min  
Miscellaneous  
Nat Res Coastal  
Permits Misc.  
RFQ  
Sex Offenders  
Sheriff Sales  
Special Act  
Successions



**Public Notices Bids/Proposals**

**PUBLIC NOTICE**  
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**ADVERTISEMENT FOR BIDS**

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control, Claiborne Office Building, 1201 North Third Street, Conference Room 1145, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until 2:00 P.M. Thursday, February 20, 2020.

FOR:  
ADA Compliance, Life Safety, Water Damage Repairs  
Baton Rouge Community College-Acadian Campus  
Baton Rouge, Louisiana

PROJECT NUMBER:  
19-649-16-01  
WBFS: F.19002286

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from GD Architecture, LLC. Printed copies may be obtained from the Designer but arrangements can be made



**Public Notices Bids/Proposals**

to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs.

Questions about this procedure shall be directed to the Designer at:

**GD Architecture, LLC**  
3112 Valley Creek Drive  
Suite H  
Baton Rouge, LA 70808  
Telephone: 225-383-3915  
Fax: 225-456-5195  
E-mail:  
gdunn@gdarchitecture.com



**Public Notices Bids/Proposals**

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

**A PRE-BID CONFERENCE WILL BE HELD AT 10:00 AM ON Friday, February 7, 2020 at Baton Rouge Community College-Acadian Campus, 2nd Floor of the Main Building, Workforce Conference Room (Rm. C222), 3250 N. Acadian Thruway East, Baton Rouge, LA 70805.**



**Public Notices Bids/Proposals**

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Heavy Construction**. Bidder is required to comply with provisions and requirements of LA. R.S. 38:2212(B)(5). No bid may be withdrawn a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2212.1.

The Owner reserves the right to reject any and all bids for just cause, but in no event shall be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission, or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract is awarded and the Contract Between Owner and Contractor is fully executed.



**Public Notices Bids/Proposals**

Facility Planning and Control is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurship Program. Bidders are encouraged to consider participation. Information is available from the Office of Facility Planning and Control or on its website at [www.doa.la.gov/Pages/ofpc/index.aspx](http://www.doa.la.gov/Pages/ofpc/index.aspx).

**STATE OF LOUISIANA DIVISION OF FACILITY PLANNING AND CONTROL MARK A. MOSES, DIRECTOR**

412606-jan 23-30-feb 6-3t



**Public Notices Bids/Proposals**

**IBERVILLE PARISH COUNCIL**

EUREKA ROAD REALIGNMENT

Separate sealed bids for IBERVILLE PARISH COUNCIL EUREKA ROAD REALIGNMENT will be received by the Iberville Parish Council at the Courthouse located at 5805 Meriam Street, Iberville, Louisiana 70765 at the Iberville Parish Council Office located on the 2nd floor until 3:00 P.M. on Thursday, February 20, 2020 and then at said office publicly opened and read aloud. Any bid received after the specified time and date will not be considered.

The Instructions to Bidders, Bid Form, Agreement Between Owner and Contractor, Forms of Bid Bond, Performance and Payment Bonds, Drawings and Specifications, and other Contract Documents may be examined at the following location:

PAN AMERICAN ENGINEERS, LLC  
1717 JACKSON STREET  
(P.O. BOX 8599, 71306)  
ALEXANDRIA, LOUISIANA 71301  
(318) 473-2100

The work to be performed under this Contract includes, but is not limited to, the following:

Construction of an 800 linear foot two lane asphalt concrete roadway with twelve (12) foot wide travel lanes, four (4) foot wide aggregate shoulders, and improvements to realign Eureka Road between LA Hwy 1 and LA Hwy 405. The project also includes constructing a 100 linear foot asphaltic concrete side-spread with nine (9) foot wide travel lanes, two (2) foot wide aggregate shoulders, and installation of two (2) double swing steel pipe drains.

Copies of the bidding documents shall be obtained at the office of Par American Engineers, LLC upon deposit of \$150.00 for each set of documents; or from the electronic bid system as noted in the advertisement. The deposit on the first set of documents furnished to bidders will be fully refunded upon return of the documents, in good condition, no later than ten (10) days after receipt of bids.

Pursuant to L.R.S. 38:2212(E.1) Bidders, have the option to submit bid and bond electronically. Electronic bids for this project may be submitted through Central Bidding at [www.CentralAuctionHouse.com](http://www.CentralAuctionHouse.com).

To register, or for assistance with completing an



**Public Notices Bids/Proposals**

e-bid, contact Central Bidding at 225-810-4814 or 866-570-9620.

The OWNER reserves the right to reject any or all bids for just cause. Such actions will be in accordance with Title 38 of the L.R.S.

In accordance with L.R.S. 38:2212(B)(1), the provisions and requirements stated in the Bidding Documents shall not be considered as informalities and shall not be waived.

Each Bidder must deposit with the bid security in the amount of at least five percent (5%) of the total bid price, as described in the Instructions to Bidders. Bids shall be written by a surety or insurance company meeting the requirements noted in L.R.S. 38:2212.1. Bidders included in the Bid Documents that sureties used for obtaining bonds on federally funded projects must appear as acceptable on the U.S. Department of Treasury Circular 570.

The successful Bidder shall be required to furnish a Performance Bond and Payment Bond, in an amount equal to 100% of the contract amount, written by a surety or insurance company meeting the requirements noted in L.R.S. 38:2212.1. Bidders included in the Bid Documents that sureties used for obtaining bonds on federally funded projects must appear as acceptable on the U.S. Department of Treasury Circular 570.

Any person with disabilities requiring special accommodations must contact the Designer no later than seven (7) days prior to the bid opening.



**Public Notices Bids/Proposals**

**Iberville Parish Council P. O. BOX 389 Plaquemine, Louisiana 70765**  
J. M. Curcio, Jr., President

412947-jan 23-30-feb 6-3t



**Public Notices Bids/Proposals**

**Ascension Parish Fire District #1: St Amant Substation #61**

General Scope of Project: **This project consists of the construction of a new 4,219 sq. ft. fire station, fire station, concrete parking/paving, emergency generator, and related site work.**

All bids must be in accordance with the Bid Documents and any bid received after 2:00 P.M. on the day and date of the bid opening will be returned unopened. Properly licensed Louisiana Contractors may obtain copies of the BID DOCUMENTS up to 24 hours prior to bid time.

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from

**www.lettermansbidconnect.com**

Printed copies are not available from the Designer but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Designer at:

Mouget Architecture, LLC  
10343 Siegen Lane  
Baton Rouge, LA 70801  
Telephone: 225-767-1717  
Fax: 225-767-1711

Bids from only the respective contractors obtaining plans, must be submitted on bid form provided in the bid documents.

Each bid must be submitted in a sealed envelope bearing the name of the bidder, his/her address, contractor state license number and the name of the project for which the bid is submitted. If forwarded by mail or hand delivery the sealed envelope containing the bid must be enclosed in another envelope addressed to the following:

VIA U.S. Mail  
Ascension Parish Government Purchasing Department  
Sealed Bid:  
Ascension Parish Fire District #1: St Amant Substation #61  
P.O. Box 2392  
Gonzales, LA 70707

Hand Delivered:  
615 E. Worthing St.  
Gonzales, Louisiana 70737  
Ascension Parish Fire District #1: St Amant Substation #61  
Contractor Name:

LA State Contractor License Number:

RS 38:2218. Evidence of good faith; countersigning

To address the above requirements, the bids Ascension Parish Government will allow electronic bids submitted via the parish approved online bid site to be submitted as follows:

A. A copy of the bid bond, certified check, or cashier's check, must be attached to bid document submitted electronically

B. The original bid bond document, certified check, or cashier's check, must be submitted to the Designer no later than 48 hours after bid opening date and time (Mailing; Ascension Parish Purchasing Department, P.O. Box 2392, Gonzales, Louisiana 70707-2392 - Physical; 615 E. Worthing St., Gonzales, Louisiana 70737)

C. The bid-bond, certified check, or cashier's check, must be submitted to the Designer no later than 48 hours after bid opening date and time (Mailing; Ascension Parish Purchasing Department, P.O. Box 2392, Gonzales, Louisiana 70707-2392 - Physical; 615 E. Worthing St., Gonzales, Louisiana 70737)

Beginning at 2:00 p.m., February 27, 2020 all bids will be downloaded. No bids are accepted after 2:00 p.m. All addenda, Amendments, and Withdrawals will be posted online



**Public Notices Bids/Proposals**

no later than Thursday, February 20, 2020 at 2:00 pm local time. Construction proposal information may be accessed via the internet at [www.centralauctionhouse.com](http://www.centralauctionhouse.com)

Users must click on Login and create a new user record. After login, view and download plans and specifications. Once logged in, users must click on Ascension Parish Government to view current advertisement listings. This listing is titled "Ascension Parish Fire District #1: St Amant Substation #61". Registered users will have access to view Project Information, submit a question to the Project Manager, and view the plans. All project specific notices are found here. It is the bidder's responsibility to check for updates. All submitted questions will be forwarded by email to the Project Manager and the Project Engineer for a response by February 18, 2020 - 2:00 pm. No questions or comments will be accepted after 2:00 pm, February 18, 2020. Ascension Parish shall not be responsible for the bid being not complete and submit a bid due to failure or incomplete delivery of the files submitted via the internet.

Bid security in the amount of five percent (5%) of the Total Bid must accompany the bid. The bid must be made payable to the Owner.

A mandatory Pre-Bid Conference will be held on **Tuesday, February 13, 2020 at 10:00 AM** at the location of **13132 Airline Highway, Gonzales, LA 70737**. Contractors should have obtained a set of plans and specifications prior to this time.

Contract, if awarded, will be on the basis stated in the Instructions to Bidders. No bid may be withdrawn for a period of 45 days after bid opening except as provided in the Instructions. Bidders must meet the requirements of the State of Louisiana Contractor's License Law, R.S. 38:2212.1. Bidders must comply with provisions of R.S. 38:2212.10. The designers' construction cost estimate and Parish budget will be read aloud upon opening of the bids.

The Parish of Ascension reserves the right to disqualify any Bid, response to a Request for Qualifications, or any other proposal if it is determined that the submitting business entity is not in good standing with the State of Louisiana. Bidders must reserve the right to reject any and all bids for just cause.

**Ascension Parish Government**  
**Clint Coimant, Parish President**

**CHIEF - Please publish 01/23/20, 01/30/20, 01/24/20, 01/30/20, 02/06/20**  
**WEEDS - Please publish 01/23/20, 01/30/20, 01/24/20, 01/30/20, 02/06/20**

413511-jan 24-30-feb 6-3t



**Public Notices Bids/Proposals**

**Storm Drainage Improvements Dixon Correctional Institution**  
**Jackson, Louisiana**

PROJECT NUMBER: **CS-0080**

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from

<http://coastal.la.gov/resources/rfps-rsigs-contracts/bids/>

Printed copies can also be obtained from:

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)  
150 Terrace Avenue,  
Baton Rouge, LA 70802  
Attn: Allison Hardard  
E-mail:  
[cpa.bidding@la.gov](mailto:cpa.bidding@la.gov)  
Phone: (225) 342-5453  
Fax: (225) 800-5599

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT 10:00 AM ON Tuesday, February 14, 2020 at the CPRA Office, 150 Terrace Avenue, Baton Rouge, LA 70802**

Contact James McMenis at (225) 342-4662 if directions are needed to the Mandatory Pre-Bid Conference.

Bids shall be accepted only from those bidders who attend the Mandatory Pre-Bid Conference in person. It is the responsibility of all potential bidders to visit the job site to assess the conditions and site conditions prior to bidding.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Heavy Construction**. Bidder is required to comply with provisions and requirements of LA. R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2212.1.

The Owner reserves the right to reject any and all bids for just cause, in accordance with LA. R.S. 38:2212(B)(1), the provisions and requirements of this Section and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission, or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

Facility Planning and Control is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurship Program. Bidders are encouraged to consider participation. Information is available from the Office of Facility Planning and Control or on its website at [www.doa.la.gov/Pages/ofpc/index.aspx](http://www.doa.la.gov/Pages/ofpc/index.aspx).



**Public Notices Bids/Proposals**

must send a certified letter to both the Louisiana State Licensing Board for Contractors and the CPRA at the same time. The letter must be received no later than ten (10) working days prior to the bid opening in which bids are to be opened.

Bidder is required to comply with provisions and requirements of LA R.S.38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) calendar days after receipt of bids, except under the provisions of LA. R.S. 38:2212.1.

The Owner reserves the right to reject any and all bids for just cause, in accordance with LA. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission, or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

Coastal Protection and Restoration Authority is the participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurship Program. Bidders are encouraged to consider participation. Information is available from the Office of Facility Planning and Control or on its website at <http://www.coastal.la.gov/>.

**STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY**  
**LAWRENCE B. HAASE, EXECUTIVE DIRECTOR**

414252-jan 30-feb 6-13-3t



**Public Notices Bids/Proposals**

**Bgahagan@Tricoeur.com**

Complete Bidding Documents for this project are available in electronic form upon request. They may be obtained without charge and without deposit from the Designer but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Consultant at: RICHARD L. BERRY, JR., SIEGER, LANE, SUITE 501, BATON ROUGE, LA 70810, ATTN: BARRY P. GAHAGAN, P.E., P.L.S., Telephone: (225) 226-681, email: [Bgahagan@Tricoeur.com](mailto:Bgahagan@Tricoeur.com)

**A Mandatory Pre-Bid Conference** will be held at 10:00 a.m. Local Time Tuesday, February 18, 2020 at the East Feliciana Parish Police Jury Office 12064 Marston Street, Clinton, Louisiana 70722. Telephone: (225) 683-9577.

Pursuant to L.R.S. 38:2212(E.1) Bidders, have the option to submit bid and bond electronically. Electronic bids for this project may be submitted through Central Bidding at [www.CentralBidding.com](http://www.CentralBidding.com).

To register, or for assistance with completing an e-bid, contact Central Bidding at 225-810-4814.

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control, Claiborne Office Building, 1201 North Third Street, Conference Room 1145, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until 2:00 P.M. Thursday, February 27, 2020.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR:  
**Storm Drainage Improvements Dixon Correctional Institution**  
**Jackson, Louisiana**

PROJECT NUMBER: **CS-01073778**  
**WBFS: F.01003778**

Complete Bidding Documents may be obtained from:

**Forté & Tablada, Inc.**  
9107 Interline Ave  
Baton Rouge, LA 70809  
Telephone: 225-927-9321

upon deposit of **\$200.00** for each set of documents. Deposit on the first set is fully refundable to all Prime Bidders upon return of the documents in good condition, no later than ten (10) days after receipt of bids. Fifty percent (50%) of the deposit of all other sets of documents will be refunded upon return of documents as stated above.

All bids shall be accompanied by bid security in an amount of five percent (5%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder is advised that East Feliciana Parish Police Jury is an Equal Opportunity Employer. The attention of bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract (Davis-Bacon Act), Section 109, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements. Any person with disabilities requiring special accommodations must contact the Designer no later than seven (7) days prior to the bid opening.

Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract (Davis-Bacon Act), Section 109, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Minority owned firms, small businesses, and/or Section 3 businesses are encouraged to participate.

All Contractors bidding on this work shall comply with all provisions of the State Licensing Law, R.S. 37:2150-2193, as amended, for all public contracts. It shall also be the responsibility of the Contractor to ensure that all subcontractors comply with this law. If required for bidding, Contractors must obtain an active license issued by the Louisiana State Licensing Board for Contractors (LBSL) for the classification of **HIGHWAY, STREET AND BRIDGE CONSTRUCTION**, and must show their license number on the back of the bid envelope and the Bid Form.



**Public Notices Bids/Proposals**

In accordance with LA. R.S. 38:2214 (B) East Feliciana Parish Police Jury reserves the right to reject any and all bids for just cause. In accordance with LA. R.S. 38:2212 (A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form, shall not be considered as informalities and shall not be waived by any public entity.

For additional information please contact Barry P. Gahagan, P.E., P.L.S., Project Principal of Tricoeur Services, L.L.C. at Telephone: (225) 228-2681, Email: [Bgahagan@Tricoeur.com](mailto:Bgahagan@Tricoeur.com)

414571-jan 30-feb 6-13-3t



**Public Notices Bids/Proposals**

**Notice to Bidders**

Electronic or sealed bids will be received by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, La. until 11:00 A.M., February 17, 2020 for the following:

**Annual Contract 20-0622 "Radio Communications Equipment and Parts"**

Bids shall be received electronically via [www.bidexpress.com](http://www.bidexpress.com) or on the solicitation bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge.

**Electronic bids for the solicitation will be downloaded by the City of East Baton Rouge, Purchasing Division. Electronic bids must be submitted through www.bidexpress.com**

**prior to the bidding deadline.** Beginning as soon as feasible after the bid closing time, all electronic bids will be downloaded and publicly read aloud along with all paper bids received, if any, in Room 806 immediately after the 11:00 a.m. bid closing. Bidders or their authorized representatives are invited to be present.

Note: The City-Parish has elected to use LaPac, the state's online, electronic bid posting and notification system, in addition to its standard means of advertising this procurement. This Invitation to Bid is available in electronic form at the LaPac website <https://www.cfpd.doe.louisiana.gov/osp/lapac/dsp/bid/?search=department&term=102>

Bids, amendments to bids or request for withdrawal after the bid closing time specified for bid openings shall not be considered for any cause whatsoever.

Full information may be obtained upon request from the above address or by telephoning Arvin F. Jones at (225) 389-3259, extension 310, or via email at [afjones@brla.gov](mailto:afjones@brla.gov)

Inquiries received up until 5:00 p.m. on February 06, 2020.

415067-jan 30-feb 6-2t

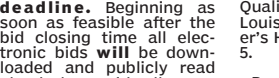


**Public Notices Bids/Proposals**

**www.centralbidding.com**

and at the Zachary Community School Board, Technology Office (3755 Church Street, Zachary, Louisiana 70793), until 2:00 P.M. on Tuesday 26, 2020 for E-Rate eligible equipment to expand wireless coverage in all schools. Bids will be opened at 2:00 p.m. February 26, 2020. The RFP and all specifications may be reviewed on USAC website at <https://usac.org/e-rate>

415298-jan 30-feb 6-13-3t



**Public Notices Bids/Proposals**

**The Interlocal Purchasing System (TIPS) has posted procurement solicitations at**

**www.tips-usa.com**

for the following categories:

**202021** Trades, Labor and Materials JOC

**202022** Grounds and Turf Maintenance Equipment, Parts and Repair Services

**202023** Security Systems Products and Services

**202024** Sports, Activity Equipment and Related Services

**202025** Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC

**202026** New Buses and other Transportation Vehicles


**202027** Used Buses and other Transportation Vehicles

**202028** Bus and other Transportation Vehicle Parts and Service

**202029** Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

416338-feb 6-13-2t



**Public Notices Bids/Proposals**

**PUBLIC NOTICE**  
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**REQUEST FOR QUALIFICATIONS - 1/21/2020**

Notice is hereby given that Feliciana Airpark is requesting submittal of qualification statements from engineering and construction firms performing engineering services for the following projects:  
**Approach Survey, Obstacle Clearance, Runway Rehabilitation Survey, engineering and construction, hangar development and runway lighting.**

**SCOPE OF PROJECT**  
**Approach survey and obstacle removal, runway rehabilitation, cost estimate, engineering, project management and grant administration, hangar development, engineering and construction, hangar development and runway lighting.**

**SCOPE OF SERVICES**  
**Topographic surveys, aerial photography, cost estimates, preliminary design, project management, construction administration, resident inspection and other special services to include environmental services.**

**GENERAL**  
Firms interested in performing these services shall furnish statement of qualifications on a Standard Form 330 (SF 330). Interested firms may obtain SF 330 from the Sponsor or from the ADOTD Aviation Section. The criteria and weighting factors to be used by the Sponsor in evaluating responses will be as follows: Revised 4/3/12 Sample Request for Qualifications Louisiana Airport Manager's Handbook Appendix A-5.

- Resumes of the proposed project team (weight value of \*\*3+\*)
- Sample projects which best illustrate the proposed team's qualifications (weight value of \*\*5+)
- Key personnel's participation in past projects (weight value of \*\*4+)
- Firm size as related to project magnitude (weight value of \*\*3+\*)

Following the final evaluation of qualified applicants, the Sponsor will place the applicants in a final ranking based on qualifications. The Sponsor will then enter negotiations with the top-ranked firm for the contract, with the unsuccessful firms being notified accordingly. Should these negotiations be unsuccessful, the Sponsor shall enter negotiations with the next-highest ranked firm, and so on. The Sponsor reserves the right to reject all applicants and re-advertise for the contract.

Following the successful negotiation of fees with the Sponsor, the successful firm will be required to execute the standard LADOTD Aviation Section contract.

The Statement of Qualification form, SF 330, shall be mailed or delivered to **Feliciana Airpark, 222 Airport Lane, Jackson, LA 70748**

Qualifications will be accepted until 28 February, 2020.

**Questions regarding this project should be addressed to Matthew Peterson, Airport Director, 225-405-8901.**

**Firms wishing to apply must submit a fully completed SF 330. Failure to provide all information will result in the submission being considered non-responsive and the firm will not be given a total score in the evaluation process.**

**Matthew Peterson, Airport Director, 5122 Airport Lane, Jackson, LA 70748**

416683-feb 6-13-20-27-4t



**Public Notices Bids/Proposals**

**PUBLIC NOTICES**  
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Sealed bids will be opened and publicly read by the Purchasing Department of Baton Rouge Community College in the Vice Chancellors Conference Room, 201 Community College Drive, Baton Rouge, Louisiana, February 27, 2020 at 9:00 A.M. under the contract, Section 3, Segregated Facilities, Section 109, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements. Any person with disabilities requiring special accommodations must contact the Designer no later than seven (7) days prior to the bid opening.

Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract (Davis-Bacon Act), Section 109, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Minority owned firms, small businesses, and/or Section 3 businesses are encouraged to participate.

All Contractors bidding on this work shall comply with all provisions of the State Licensing Law, R.S. 37:2150-2193, as amended, for all public contracts. It shall also be the responsibility of the Contractor to ensure that all subcontractors comply with this law. If required for bidding, Contractors must obtain an active license issued by the Louisiana State Licensing Board for Contractors (LBSL) for the classification of **HIGHWAY, STREET AND BRIDGE CONSTRUCTION**, and must show their license number on the back of the bid envelope and the Bid Form.



**Public Notices Bids/Proposals**

Qualifications must be submitted on a Standard Form 330 (SF 330), which may be obtained from the Port Commission or from the LADOTD Aviation Section. The Request for Qualifications and required forms can be obtained by contacting Serena Bruce at (985) 623-1108 or at [glpc@portfourchon.com](mailto:glpc@portfourchon.com) or online at [www.centralauctionhouse.com](http://www.centralauctionhouse.com)

These documents will also be available at the following location:

Greater Lafourche Port Commission, 18629 East Main Street, Cut Off, LA 70345, (985) 632-6701.

The purpose of this project is to assist the Port in identifying and mitigating objects, trees, and related items that may impact the approach to the runway surfaces for runway 18/36. This could include penetrations of imaginary runway boundaries, obstructions, and any other aviation-related items surrounding/affecting the Airport. Mitigation methods could include complete removal, trimming, or other measures to clear the location and type of penetration.

The scope of services consist of providing preliminary investigations, topographic surveys, preliminary design, project management, construction administration, resident inspection and other special services as required for projects defined above.

Firms interested in performing these services shall furnish statement of qualifications on a Standard Form 330 (SF 330). The prime (lead) firm must fill out the SF330 and list any Subconsultants, Inter-subconsultants, and Sub-firms. The Greater Lafourche Port Commission or from the LADOTD Aviation Section. The criteria and weighting factors to be used by the Port Commission in evaluating responses will be as follows: Resumes of the proposed team's qualifications (weight value of 3); Example projects which best illustrate the proposed team's qualifications (weight value of 2); Firm's past performance on similar projects (weight value of 2); Proximity of firm to project location (weight value of 1); Selection criteria shall be on a numerical scale of 1 to 5, with 5 being the highest possible score, and being the lowest possible score. The score for each criterion will be multiplied by its weight factor, which shall then be added to each criterion as it relates to this contract. For selection criteria without assigned weights, the score shall be "pass/fail," with a "fail" rating possibly resulting in the firm being ineligible to be an applicant prior to the rating process.

Following the evaluation of the Statements of Qualifications received by the Port Commission's selection committee, the top three (3) applicants will be placed on a short list. Should it be determined that further evaluation is needed, the Port Commission will issue specific instructions to the short-listed firms regarding the format and content of the required information and subsequent evaluation. Following the final evaluation of qualified applicants, the Port Commission will then enter negotiations with the top-ranked firm for the contract, with the unsuccessful firms being notified accordingly. Should these negotiations be unsuccessful, the Port Commission will enter negotiations with the next-highest ranked firm, and so on. The Greater Lafourche Port Commission reserves the right to reject all applicants and re-advertise for the contract. Following the successful negotiation of fees with the Port Commission, the successful firm will be required to execute the standard LADOTD Aviation Section contract and have an active Dun & Bradstreet (DUNS) number through [www.sam.gov](http://www.sam.gov)

The Greater Lafourche Port Commission is in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 d et seq., and the CFR Part 26 is issued pursuant to the port and Airway Development Act, affords disadvantaged businesses enterprises (DBEs) full opportunity to participate in response to this invitation and will not discriminate against any interested firm on the ground of race, creed, color, sex, age, or national origin. In addition, the Port Commission has established annual goals for DBE participation in its contracting. Prospective consultants should review the Board's DBE Plan during preparation of a response to this Request for Qualifications (RFQ).

The Port Commission has not set a DBE participation goal for this contract but continues to encourage the use of DBE firms. The Airpark Director is committed to the greatest extent possible, quality participation by certified DBE firms in order to reach an overall goal of 3.80%. Although there is no DBE participation requirement in this contract, consultants are challenged to present a creative and responsive plan that provides for participation that is beneficial to the port and useful. The Port Commission encourages and favors the following participation percentages: (1) Participation as a prime consultant, (2) Joint Venture, (3) Sub-consultant, and (4) Sub-consultant. Statements of Qualifications will be evaluated,



**Solicitation ID:** 200201

**Solicitation Title:** Trades, Labor and Materials JOC

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 2/6/2020

**Response Due Date:** 3/20/2020

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 91400-Construction Services, Trade (New Construction)  
90900-Building Construction Services, New (Incl. Maintenance And Repair Services)  
91200-Construction Services, General (Incl. Maintenance And Repair Services)

Internal Notes

Award

Published Details

Internal Notes

#### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_184992_TXSMART BUY LINK.docx</a>	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <a href="https://www.tips-usa.com/rfp.cfm">https://www.tips-usa.com/rfp.cfm</a>

**Solicitation ID:** 200202

**Solicitation Title:** Grounds and Turf Maintenance Equipment, Parts and Repair Services

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 2/6/2020

**Response Due Date:** 3/20/2020

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 02000-Agricultural Equipment, Implements, And Accessories (See Class 022 For Parts)  
02200-Agricultural Equipment And Implement Parts  
51500-Lawn Maintenance Equipment And Accessories (See Class 020 For Agricultural Types)  
81000-Spraying Equipment (Except Household, Nursery Plant, And Paint)  
65000-Park, Playground, Recreational Area And Swimming Pool Equipment And Supplies

Internal Notes

Award

Published Details

Internal Notes

#### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_184993_TXSMART BUY LINK.docx</a>	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <a href="https://www.tips-usa.com/rfp.cfm">https://www.tips-usa.com/rfp.cfm</a>

**Solicitation ID:** 200203

**Solicitation Title:** Security Systems Products and Services

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 2/6/2020

**Response Due Date:** 3/20/2020

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 99000-Security, Fire, Safety, And Emergency Services (Including Disaster Document Recovery)

98138-Fire Protection Systems And Supplies Rental Or Lease

Internal Notes

Award

Published Details

Internal Notes

#### Record Attachments

#	Name	Description
1	ESBD_File_184997_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <a href="https://www.tips-usa.com/rfp.cfm">https://www.tips-usa.com/rfp.cfm</a>

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**Solicitation ID:** 200204

**Solicitation Title:** Sports, Activity Equipment and Related Services

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 2/6/2020

**Response Due Date:** 3/20/2020

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 80500-Sporting Goods, Athletic Equipment And Athletic Facility Equipment

20000-Clothing: Athletic, Casual, Dress, Uniform, Weather And Work Related

93111-Athletic And Sporting Goods Equipment And Accessories (Shoulder Pads, Etc.), Maintenance And Repair

98116-Athletic Equipment And Sporting Goods And Accessories Rental Or Lease

Internal Notes

Award

Published Details

Internal Notes

#### Record Attachments

#	Name	Description
		This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ)

**Solicitation ID:** 200205

**Solicitation Title:** Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 2/6/2020

**Response Due Date:** 3/20/2020

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 51500-Lawn Maintenance Equipment And Accessories (See Class 020 For Agricultural Types)

79002-Athletic Field Compositions (Baseball Infields, Etc.)

80518-Athletic Field Groomers/Equipment, Artificial Turf

80547-Flooring, Temporary Portable (Athletic Facility)

91200-Construction Services, General (Incl. Maintenance And Repair Services)

Published Details

Internal Notes

#### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_185000_TXSMART BUY LINK.docx</a>	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <a href="https://www.tips-usa.com/rfp.cfm">https://www.tips-usa.com/rfp.cfm</a>

**Solicitation ID:** 200206

**Solicitation Title:** New Buses and other Transportation Vehicles

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 2/6/2020

**Response Due Date:** 3/20/2020

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 55600-Mass Transportation - Transit Bus

07200-Trucks (Including, Diesel, Gasoline, Electric, Hybrid, And Alternative Fuel Units)

07100-Automobiles, School Buses, Suvs, And Vans (Including Diesel, Gasoline, Electric, Hybrid, And All Other Fuel Types)

97500-Rental Or Lease Services Of Agricultural, Aircraft, Airport, Automotive, Marine, And Heavy Equipment

Published Details

Internal Notes

#### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_185001_TXSMART BUY LINK.docx</a>	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <a href="https://www.tips-usa.com/rfp.cfm">https://www.tips-usa.com/rfp.cfm</a>

Internal Notes

Award

Internal Notes

Award

**Solicitation ID:** 200207

**Solicitation Title:** Used Buses and other Transportation Vehicles

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 2/6/2020

**Response Due Date:** 3/20/2020

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 55600-Mass Transportation - Transit Bus

07200-Trucks (Including, Diesel, Gasoline, Electric, Hybrid, And Alternative Fuel Units)

07100-Automobiles, School Buses, Suvs, And Vans (Including Diesel, Gasoline, Electric, Hybrid, And All Other Fuel Types)

97500-Rental Or Lease Services Of Agricultural, Aircraft, Airport, Automotive, Marine, And Heavy Equipment

Published Details

Internal Notes

#### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_185003_TXSMART BUY LINK.docx</a>	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <a href="https://www.tips-usa.com/rfp.cfm">https://www.tips-usa.com/rfp.cfm</a>

**Solicitation Title:** Bus and other Transportation Vehicle Parts and Service

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 2/6/2020

**Response Due Date:** 3/20/2020

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 92800-Equipment Maintenance And Repair Services For Automobiles, Trucks, Trailers, Transit Buses And Other Vehicles

55700-Mass Transportation - Transit Bus Accessories And Parts

05500-Automotive Accessories For Automobiles, Buses, Trailers, Trucks, Etc.

06000-Automotive And Trailer Equipment And Parts

Published Details

Internal Notes

#### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_185008_TXSMART BUY LINK.docx</a>	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <a href="https://www.tips-usa.com/rfp.cfm">https://www.tips-usa.com/rfp.cfm</a>



**Solicitation ID:** 200209

**Solicitation Title:** Energy Savings Performance Contracts (2)

Internal Notes

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

Award

**Solicitation Posting Date:** 2/6/2020

**Response Due Date:** 3/20/2020

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 91400-Construction Services, Trade (New Construction)

90900-Building Construction Services, New (Incl. Maintenance And Repair Services)

91200-Construction Services, General (Incl. Maintenance And Repair Services)

Published Details

Internal Notes

#### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_185006_TXSMART BUY LINK.docx</a>	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <a href="https://www.tips-usa.com/rfp.cfm">https://www.tips-usa.com/rfp.cfm</a>

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

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Keith Davis, Fleet Manager

DATE: January 26, 2023

SUBJECT: **RESOLUTION – Approving the purchase of one (1) 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. in the amount of \$296,488.00 and the surplus of one (1) 2016 Mack Front Load Refuse Truck.**

---

Village Staff is seeking Council consideration and adoption of a Resolution approving the purchase of one (1) 2023 Front Load Refuse Collection Truck.

Background:

After assessing the commercial operations and quantity/quality of service, Staff determined that four (4) front load trucks are required to effectively service the Village's multi-family residents and commercial customers. The Village currently has four (4) front-load vehicles for this purpose, but has traditionally used one exclusively as a spare. This purchase is ahead of the scheduled vehicle rotation in 2024. Availability of this vehicle at this time prevents a 12 – 18 month wait for procurement.

Following the implementation of new solid waste collection route software, evaluating data, and refining processes, Staff adjusted this practice and now incorporates the third front-loader into the Village's day-to-day operations. On average, the Solid Waste division makes 126 multi-family/commercial stops each day. This level of activity demands the regular use of a third truck to provide for safe and efficient operations for the drivers and equipment.

At this time, staff intends to surplus one (1), 2016 Mack #392 (VIN: 1M2LR02C9HM002002), front-load refuse vehicle. This will keep the complement of front-load trucks to four (4). The use of four (4) front-load vehicles is required to ensure uninterrupted service through the continued implementation of a scheduled maintenance rotation program.

Purchasing:

This vehicle will be purchased through Southern Sewer, utilizing pricing established in an existing Sourcewell Contract (091219-NWY), at a total cost not to exceed \$296,488.00.

A quote from Peterbilt is included as backup for this item.

Funding:

These purchases are identified as ones that can be funded using the American Rescue Plan Act funding.

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
American Rescue Plan Act (ARPA)	ARPA Expense	Q5541-66410	Automotive	\$296,488.00

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

**Recommendation:**

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of one (1) 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer utilizing pricing established in an existing Sourcewell Contract at a total cost not to exceed \$296,488.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive), and authorizing the Interim Village Manager to take all actions to effectuate the purchase in accordance with Village policies and procedures.

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF ONE 2023 PETERBILT FRONT LOAD REFUSE COLLECTION TRUCK FROM SOUTHERN SEWER EQUIPMENT SALES AND SERVICE, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR WASTE AND RECYCLING VEHICLES; DECLARING AN EXISTING SANITATION COLLECTION VEHICLE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff requested the purchase of one additional front load refuse collection vehicle for use by the Public Works Department; and

WHEREAS, Village Staff recommended the purchase of one 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract for Waste and Recycling Vehicles (Contract No. 091219-NWY); and

WHEREAS, the Village Council declare one existing 2016 sanitation collection vehicle as surplus property; 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 one 2023 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract for Waste and Recycling Vehicles (Contract No. 091219-NWY) at a total cost \$296,488.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive). The Village Council further authorizes the Interim Village Manager to take all actions necessary to effectuate the purchase.

Section 3. Upon delivery, acceptance and placement into service of the new collection vehicle, the Village Council declares the following vehicle as surplus property and authorizes its disposal in accordance with Village policies and procedures:

One 2016 Mack front-load refuse vehicle #392 (VIN: 1M2LR02C9HM002002)

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

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

(Village Seal)

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MAYOR

ATTEST:

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VILLAGE CLERK



# Southern Sewer Equipment Sales

800-782-4134



SouthernSewer.com



772-595-6940

Mr. Marc Holloway  
Village of North Palm Beach  
645 Prosperity Farms Road  
North Palm Beach, FL 33408  
Email: mholloway@village-npb.org  
Copy: Mr. Keith Davis, email: kdavis@village-npb.org

January 4, 2023

Dear Mr. Holloway:

Southern Sewer Equipment Sales appreciates the opportunity to provide the Village of North Palm Beach with a quote from Sourcewell contract #091219-NWY for a New Way Mammoth 40 yard front loader refuse body mounted on a new Peterbilt 520 chassis. Please review the attached equipment list.

**New Way Mammoth 40 Yard Front Loading Refuse Body  
Mounted on a new Peterbilt 520 Chassis**

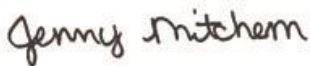
**TOTAL PRICE: \$296,488.00\***

The price does include delivery to the City.

***\*This ordered stock unit is subject to prior sale. Pricing based on current market conditions. Does not include unforeseen changes due to volatile market fluctuations and/or material surcharges. Quote is valid for 30 days.***

Please feel free to contact Anthony Lowe at (772) 834-8201, if you have any questions.

Sincerely,



Jenny Mitchem  
Office Manager

# **Equipment List**

Village of North Palm Beach

January 4, 2023

## ***New Way Mammoth 40 yd. Front Loader***

28 Cubic Yard Body Capacity

12 Cubic Yard Hopper Capacity

Full Eject Dump

Air Joystick Control – Single Handle Quad

Air Over Hydraulic

Outside Controls for Arms, Forks & Packing with E-Stop

10,000 lb. Lift Rating Arms, 5" Arm Cylinder & 4" Fork Cylinder

Fork Thickness 1¼" with Hook (44" usable bumper to hook)

Front Mount Muncie MLS Gear Pump

Hydraulic Filter By-Pass Visual Indicator in Cab

Quick Disconnect Port for Pressure Gauge

Quick Disconnect Pressure Gauge

Hour Meter on PTO

Auto Lock Tailgate

Aluminum Drip Pan Below Tailgate Seal

Curved Shell Body

Steel Canopy

Torque Tube Reinforcement Inserts

Sliding Access Door

Body Side Ladder

Automatic Packer

Pack on the Go

Dual Camera System with 7" Color Monitor, Cameras at Rear & Hopper

Over Height Warning Light

Center Mount Brake

LED Body Lights

LED Backup Lights, Mounted Mid-Body

LED Work Lights: 2 in Hopper, 1 on Canopy

Strobe Light, Mounted Center Tailgate

Integrated Strobe Light Package, Mounted Upper Tailgate

Remote Grease Tailgate Hinge and Cylinders

Acrylic Urethane Enamel Color Paint

Shovel/Broom Rack

20 lb. Fire Extinguisher

Triangle Kit

1 Year Body and Hydraulic Warranty

2 Year Cylinder Warranty

**Chassis:**

New Peterbilt Model 520 Chassis

66,000 GVW

Paccar PX-9 380 HP Diesel Engine

Allison 4500 RDS-P Transmission

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

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: January 26, 2023

SUBJECT: **RESOLUTION – Approval of an additional FY 2023 blanket purchase order to Flying Scot, Inc. for sidewalk removal and replacement in an amount not to exceed \$100,000.**

---

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

Previously, through the adoption of Resolution No. 2022-96, the Village Council approved the issuance of a blanket purchase order to Flying Scot, Inc. in the amount of \$50,000 for Sidewalk Removal and Replacement utilizing an existing City of Palm Beach Gardens Contract:

Palm Beach Gardens contract number ITB2020-124PS (executed on November 25, 2020):  
This contract received thirteen (13) bidders on miscellaneous Public Works Projects, and Flying Scot, Inc. was determined to be the lowest qualified bidder for sidewalk repair.

Staff is estimating that another \$100,000 is needed for these services for the remainder of the current fiscal year. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts.

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

**Account Information:**

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works/ Streets & Grounds	I7321-66210	Construction & Major Renovation	\$100,000

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of an additional FY 2023 blanket purchase order to Flying Scot Inc. at a total cost not to exceed \$100,000, with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation), utilizing pricing established in an existing City of Palm Beach Gardens Contract in accordance with Village policies and procedures.**

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN ADDITIONAL BLANKET PURCHASE ORDER WITH FLYING SCOT INC. FOR SIDEWALK REMOVAL AND REPLACEMENT UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT IN THE AMOUNT OF \$100,000; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, through the adoption of Resolution No. 2022-96 on November 14, 2022, the Village Council approved the issuance of a blanket purchase order for sidewalk removal and replacement to Flying Scot Inc. in the amount of \$50,000; and

WHEREAS, Village Staff is requesting an additional blanket purchase order in the amount of \$100,000; 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 an additional blanket purchase order to Flying Scot Inc. in the amount of \$100,000 (for a total expenditure of \$150,000 for Fiscal Year 2023) for sidewalk removal and replacement utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS), with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation).

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

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

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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



**VILLAGE OF NORTH PALM BEACH  
POLICE DEPARTMENT**

---

TO: The Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Interim Village Manager

FROM: Rick Jenkins, Police Chief

DATE: January 26, 2023

SUBJECT: **RESOLUTION – Approving the Sole Source purchase of Police Patrol Equipment from Aardvark in the amount of \$59,580.**

---

Village Staff is recommending Village Council consideration and adoption of the attached Resolution approving the sole source purchase of six (6) Kinetic Breaching tools for the Police Department.

Background:

The Police Department utilizes Kinetic Breaching Tools to force entry during high-risk operations with secured entry points.

Purchasing:

Kinetic Breaching Technology (KBT) does manufacture the product; however, as stated in the attached letter from KBT:

“Aardvark is the only KBT, LLC distributor authorized to respond to Law Enforcement Agency’s Requests for Proposals and Requests for Quotes, as well as represent, KBT, LLC on the GSA schedule.”

Funding:

During the Fiscal Year 2023 budgetary process, a total of \$60,000 was budgeted for the purchase of this equipment utilizing “General Revenues” within the five-year Capital Improvement Plan (CIP). The “General Revenue” funds for capital items are held in the Village’s CIP Fund and transferred to the project account when the item is ready to be purchased.

The following budget amendment uses \$59,580 in CIP funds for this purchase. A CIP Fund Recap, as well as all supporting documentation, has been included in your agenda backup material for review.

**Budget Amendment:**

Account	Description	Use	Source
<b>Capital Projects Fund:</b>			
K5711-66490	Machinery & Equipment	\$59,580	
K5541-66000	Reserve Expenses - Capital		\$59,580
<b>Total Capital Projects Fund</b>		<b>\$59,580</b>	<b>\$59,580</b>

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

Recommendation:

**Village Staff recommends Council consideration and approval of the attached Resolution authorizing the sole source purchase of six (6) Kinetic Breaching Tools from Aardvark in an amount not to exceed \$59,580, with funds expended from Account Number K5711-66490 (Police – Machinery & Equipment); authorizing the Mayor and Village Clerk to execute the required budget amendment; and authorizing the Interim Village Manager to take all actions necessary to effectuate the purchase in accordance with the Village’s purchasing policies and procedures.**

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE SOLE SOURCE PURCHASE OF KINETIC BREACHING TOOLS FROM AARDVARK FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER \$59,580 FROM THE CAPITAL RESERVE ACCOUNT TO THE POLICE – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Police Department requested approval of the sole source purchase of Kinetic Breaching Tools from Aardvark; and

WHEREAS, the Village's purchasing policies and procedures require Village Council approval for all sole source purchases in excess of \$25,000; and

WHEREAS, the Village Council seeks to amend the current capital projects fund budget to transfer \$59,580 from the Capital Reserve Account to the Police – Machinery and Equipment Capital Account to fund the purchase; 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 approves the sole source purchase of Kinetic Breaching Tools from Aardvark at a total cost of \$59,580.00, with funds expended from Account No. K5711-66490 (Police – Machinery and Equipment), and authorizes the Interim Village Manager to take all steps necessary to effectuate the purchase.

Section 3. In order to fund this expenditure, 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 budget amendment for and on behalf of the Village of North Palm Beach:

### **Budget Amendment:**

<b>Account</b>	<b>Description</b>	<b>Use</b>	<b>Source</b>
<b>Capital Projects Fund:</b>			
K5711-66490	Machinery & Equipment	\$59,580	
K5541-66000	Reserve Expenses - Capital		\$59,580
<b>Total Capital Projects Fund</b>		<b>\$59,580</b>	<b>\$59,580</b>

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 \_\_\_\_\_, 2023.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

# Patrol Equipment

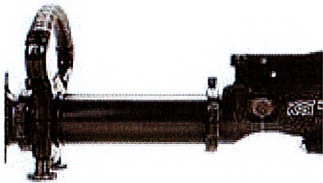
## Overview

Submitted By	Elizabeth Kimani, Administrative Coordinator
Request Owner	Elizabeth Kimani, Administrative Coordinator
Department	Police
Type	Capital Equipment

## Description

Kinetic energy powered tool to force entry during high-risk operations with secured entry points.

## Images



Kinetic Breaching Tools

## Details

New Purchase or Replacement or Upgrade	New
Useful Life	7
Strategic Result	People and Organizational Performance

## Link to Strategic Plan

In the conducting of our duties, this tool could be the difference in preservation of life. It would speed up the process of breaching any barricades that could hinder our mission.

## Need, Justification, Benefits

With the growing number of active shooter scenarios and complicated barriers, this tool would help us breach any barrier and save innocent lives.

## Operating Impact

N/A



## SOLE SOURCE PROCUREMENT

**"Sole Source"** purchasing requires that after every reasonable effort to locate competitive suppliers, there is only one practical source or single vendor for a required supply, service, and/or construction item and such source or vendor is the only one that will meet the needs of the Village of North Palm Beach.

- Directions:**
1. Enter description of sole source procurement.
  2. Enter name of sole source vendor and address.
  3. Enter the determination and basis for sole source procurement.
  4. Attach sole source letter from vendor.
  5. Attach proposal from vendor with pricing.

1. Description of Item or Service proposed for sole source: Kinetic Breaching Technology (KBT)

2. Vendor Name: Aardvark

Address: \_\_\_\_\_

1935 Puddingstone Dr

La Verne, Ca 91750

3. The basis for this sole source determination and the reason no other vendor/product is suitable: \_\_\_\_\_

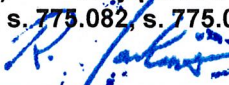
Although KBT does manufacture the product, they use Aardvark to sell and distribute the product.

There is no other vendor you can buy it from, to include directly from KBT. This can only be  
purchased through Aardvark.

This sole source request has been provided, fully understanding the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."

(5) "Any person who violates this section commits a felony of the second degree, punishable as proved in s. 775.082, s. 775.083, or s. 775.084."

  
Department Director

01/06/2023  
Date

  
Village Manager

1/10/23  
Date



# NORTH PALM BEACH POLICE DEPT. REQUEST TO PURCHASE

ITEM: KBT REQ DATE: 12/28/2022  
ORDERED BY: PO D. Hachigian #9748  
APPROVED BY :  
VENDOR: Aardvark  
ITEM PRICE: \$59,580.00

(3) QUOTES ATTACHED: YES \_\_\_\_\_ NO X

JUSTIFICATION NOTES: This is a budgeted item as per CIP.

THIS MUST GO BEFORE  
Council.

SERGEANT APPROVAL: SGT. SPO

CAPTAIN APPROVAL:

Cpt Ballencandno  
12/28/2022

DEPUTY POLICE CHIEF APPROVAL: R

POLICE CHIEF APPROVAL: R. Jenkins



Douglas Hansen Jr  
Director of Engineering Sales  
Kinetic Breaching Technology  
1968 130<sup>th</sup> Ave NE  
Bellevue, WA 98005

### **Sole Source Distribution for KBT, LLC Products to Law Enforcement Agencies**

January 4, 2023

AARDVARK serves as our primary and sole distributor to represent Kinetic Breaching Technology, LLC to Law Enforcement agencies. AARDVARK is the only KBT, LLC distributor authorized to respond to Law Enforcement agency's Requests for Proposals and Requests for Quotes, as well as represent, KBT, LLC on the GSA Schedule.

<b>Distributor Information</b>	<b>Authorized Repair Facility</b>
Aardvark 1935 Puddingstone Dr. La Verne, CA 91750	KBT, LLC 1968 130 <sup>th</sup> Ave NE Bellevue WA 98005
Phone: 800-997-3773	Phone: 425-577-6226
Fax: 626-609-3476	Email: <a href="mailto:info@kineticbreaching.com">info@kineticbreaching.com</a>

Kind Regards,

Doug Hansen Jr

Director of Engineering Sales



Douglas Hansen Jr  
Director of Engineering Sales  
Kinetic Breaching Technology  
1968 130<sup>th</sup> Ave NE  
Bellevue, WA 98005

### **Sole Manufacturer of KBT-3-1000 Powder Actuated Rescue Tool**

October 11, 2022

KBT LLC, (Kinetic Breaching Technology) is the sole manufacturer of the Kinetic Breaching Tool, KBT 3-1000 and its associated products. KBT LLC is the sole owner of all intellectual property and patent rights associated with the development and manufacturing of the KBT 3-1000.

<b>Manufacturer Information</b>	<b>Authorized Repair Facility</b>
KBT, LLC 1968 130 <sup>th</sup> Ave NE Bellevue WA 98005	KBT, LLC 1968 130 <sup>th</sup> Ave NE Bellevue WA 98005
Phone: 425-577-6226	Phone: 425-577-6226
Email: <a href="mailto:engineering@kineticbreaching.com">engineering@kineticbreaching.com</a>	Email: <a href="mailto:info@kineticbreaching.com">info@kineticbreaching.com</a>

**Tool Features the solution to LE with these features:**

- \* Hardened tool steel impact plate
- \* Semi-automatic firing mechanism
- \* Integrated ambidextrous safety
- \* 8 Cartridge reloadable magazine
- \* Rapidly replaceable magazine
- \* Patented shock absorbing handles
- \* Failsafe impact plate clamshell
- \* Drop Safe firing mechanism
- \* Integrated sling mounts

**Intended Use: Forced entry during high-risk operations with secure entry points.**

Kind Regards,

Doug Hansen Jr  
Director of Engineering Sales



## Sales Quote

1935 Puddingstone Dr  
La Verne, CA 91750  
TEL: 800-997-3773 FAX: 909-392-3823  
FED TAX ID: 95-4451904  
DUNS #: 861004349  
SAM UEI: DGSKHRKYPDK9

Page: 1  
Sales Quote Number: SQ21221  
Sales Quote Date: 12/28/2022  
Quote Valid To: 2/24/2023

### Sell

To: North Palm Beach Police Department  
Hatch  
560 US Highway 1  
North Palm Beach, FL 33408  
USA

### Ship

To: Police Department  
Hatch  
Village of North Palm Beach  
560 U.S. Highway #1  
North Palm Beach, FL 33408-4906  
USA

Ship Via: Best Way  
Terms: Net 30 Days

Customer ID: NRTHPLMBCHPD01  
SalesPerson: Brandon Wilson  
Contact: Hatch  
Entered By: ATI\GMENDIETA

Item No.	Description	Unit	Qty	GSA	Unit Price	Total Price
KIT-ATIKBT3-1000	KBT Breaching Tool Includes: Sling, 2 Cylinders, 100 Rounds, and Case with Foam 332216	EACH	6		9,650.00	57,900.00
NON TAXABLE FREIGHT	Non Taxable Freight	EACH	1		1,680.00	1,680.00

### Work Description:

\*  
Delivery Time: 150 Days ARO  
\*  
Please contact Gisela Pittman at 800-997-3773 ext. 103 or gpittman@aardvarktactical.com if you would like to place this order.  
\*

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

**Subtotal:** 59,580.00  
Invoice Discount: 0.00  
Total Sales Tax: 0.00  
**Total:** 59,580.00



## **Purchasing Procedures, Bids, Contracts, Vendor Selection, etc.**

### Formal Bidding

Formal bids are required for purchases in excess of \$50,000.

### Writing Specifications

Upon submitting a request for formal bidding, the department should also transmit desired specifications to be included as a part of the bidding process.

Care should be taken to design specifications so that they are not so narrow as to limit competition unnecessarily. Department heads have the responsibility for complying with this guideline.

### Identifying Suppliers

Operating departments are responsible for maintaining a comprehensive, updated list of suppliers of various products frequently purchased by that department. It is the Village's policy to award to the lowest qualified bidder offering merchandise conforming to pre-defined specifications.

### Sealed Bid Opening

All bids/proposals shall be submitted to the Village Clerk's Office. All sealed bids are to be opened at the exact time, date and place specified in the bid package. A bid package contains: (1) notice to bidders; (2) complete bid specifications and (3) contract documents, if appropriate. All bids are to be opened publicly with tabulation being made available to all vendors participating. Formal bids are to be checked for proper submission of any required bid deposits, bonds, etc. All sealed bids will be opened by a bid board consisting of the Village Manager or his or her designee, the Department Head concerned and a representative from the Clerk's Office. After evaluation, a recommendation will be made by the Village Manager for transmittal to the Village Council.

### Sole Source Items

"Sole source purchases are the acquisition of goods and services that for all practical purposes can only be obtained from a single vendor, usually because of limited technology, technological compatibility with existing systems, goods or services already in use by the Village or other unique qualities of the goods or services that preclude a competitor's price comparison." All sole source purchases will be documented by a memo from a Department Head justifying why the purchase is sole source. Every reasonable effort must be made to locate competitive suppliers. Only the Village Manager may certify an item as sole source. Approval of sole source purchases over \$25,000 is to be made by the Village Council.

### Contracts, Retainage, Change Orders, & Payment

- a. The Village Manager is authorized to sign contracts on behalf of the Village that involve expenditures for goods and services that are line items within the Village budget and do not exceed twenty-five thousand (\$25,000). Prior to execution of contracts, the Village Manager shall first comply with the purchasing regulations adopted by the Village Council and have the contracts reviewed by the Village Attorney for legal sufficiency.
- b. Contracts for over \$25,000 must be approved by the Village Council.
- c. The annual contracts awarded by Palm Beach County, the State of Florida and the Palm Beach County Cooperative Purchasing Council, and other governmental agencies for labor and materials are accepted by the Village in accordance with their terms.



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**AARDVARK**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1935 Puddingstone Drive**

6 City, state, and ZIP code  
**La Verne, CA 91750**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

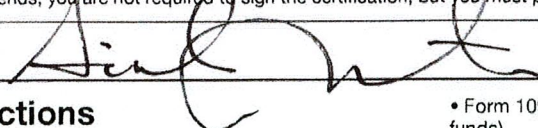
9	5	-	4	4	5	1	9	0	4
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► 12/28/2022

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

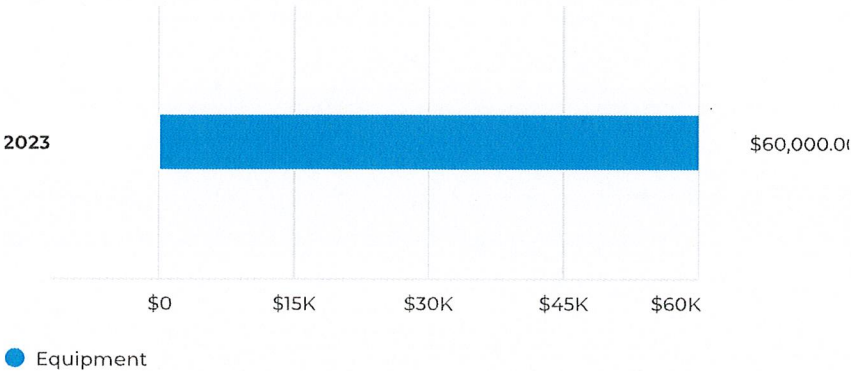


\$60,000

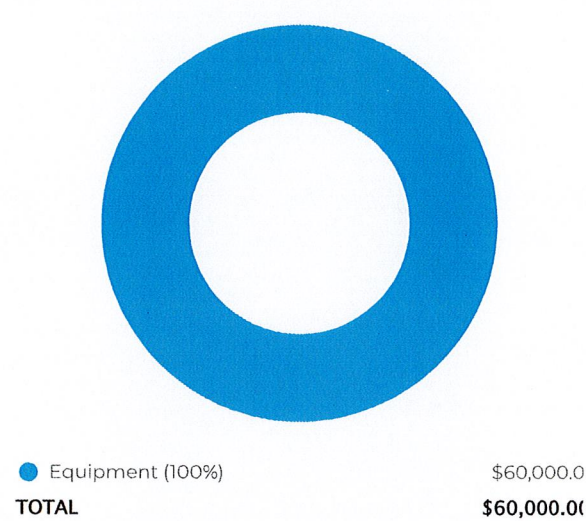
\$60K

\$60K

Capital Cost by Year



Capital Cost for Budgeted Years



[Spreadsheet Breakdown >](#)





# FY 2023 Budget

## Adopted Version

Last Updated 11/30/22

- [Introduction](#)
- [Budget Overview](#)
- [Fund Summaries](#)
- [Funding Sources](#)
- [Departments](#)
- [Capital Imp](#) >

### Patrol Equipment



#### Overview

Request Owner	Elizabeth Kimani, Administrative Coordinator
Department	Police
Type	Capital Equipment

#### Description

Kinetic energy powered tool to force entry during high-risk operations with secured entry points.

#### Images



Kinetic Breaching Tools

#### Details

New Purchase or Replacement or Upgrade	New
Useful Life	7
Strategic Result	People and Organizational Performance





## Village of North Palm Beach

powered by  ClearGov (HTTPS://CLEARGOV.COM)

in the conducting of our duties, this tool would be the difference in preservation of lives. It would speed up the process of breaching any barricades that could hinder our mission.

### Need, Justification, Benefits

With the growing number of active shooter scenarios and complicated barriers, this tool would help us breach any barrier and save innocent lives.

### Operating Impact

N/A

### Grant Information

N/A



Village of North Palm Beach			
CIP Fund Recap			
Fiscal Year 2023			
<b><u>Beginning Balance</u></b>			<b>\$1,510,383</b>
<b><u>Transfers in:</u></b>	<b><u>Resolution / Ordinance</u></b>	<b><u>Amount</u></b>	<b><u>Total</u></b>
FY 2023 Transfer in (transfer during budget process)	Ordinance # 2022-16	679,800	
<b>Total Transfers in</b>			<b>\$679,800</b>
<b><u>Less: Purchases</u></b>			
	<b><u>Description</u></b>	<b><u>Resolution #</u></b>	<b><u>Amount</u></b>
			<b><u>Total</u></b>
	<b><u>Fiscal Year 2023</u></b>		
	Assessment Methodology for Overhead Utility Undergrounding	on 1/26/23 agenda	64,400
	Police Patrol Equipment	on 1/26/23 agenda	59,580
<b>Total Purchases</b>			<b>(123,980)</b>
<b>CIP Fund Available Balance</b>			<b>\$2,066,203</b>