



**AGENDA  
VILLAGE COUNCIL MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
226 CYPRESS LANE  
SEPTEMBER 14, 2017  
6:30 PM**

**COUNCIL**

- ☐ Mayor Bev Smith
- ☐ Mayor Pro Tem Liz Shields
- ☐ Vice Mayor Patti Waller
- ☐ Council Member Dawn Marie Cox
- ☐ Council Member Joni Brinkman

**ADMINISTRATION**

- ☐ Village Manager Richard Reade
- ☐ Village Attorney Glen Torcivia
- ☐ Village Clerk Kimberly Wynn

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA**

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| Motion | Second | Vote |
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**CONSENT AGENDA**

(Public Comment on Consent Agenda Items is permissible prior to voting)

1. Approve Council Meeting minutes - July 27, 2017, Budget Meeting on August 10, 2017 and Regular Council Meeting on August 10, 2017  
Staff: Kimberly Wynn, Village Clerk
2. Appointments to the Land Development Board  
Staff: Kim Glas-Castro, Land Development Director
3. Approval of Village Council Meeting Schedule - FY 2018  
Staff: Kimberly Wynn, Village Clerk

4. Resolution No. 2017-35 - Amend Schedule of Fees

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", "VILLAGE CLERK/GENERAL GOVERNMENT", DIVISION 2, "DEPARTMENT OF PUBLIC SAFETY", AND CHAPTER 38, "LEISURE SERVICES", AND CHAPTER 34, "LAND DEVELOPMENT", CHAPTER 10, "BUILDINGS AND BUILDING REGULATIONS", DEPARTMENTS OF THE VILLAGE TO UPDATE THE SCHEDULE OF FEES FOR VARIOUS SERVICES, AND RESTATING THE FEES FOR CHAPTER 2 DIVISION 2 "CODE ENFORCEMENT", CHAPTER 42, "LIBRARY", CHAPTER 62, "SOLID WASTE", CHAPTER 74 "TRAFFIC AND VEHICLES"; AND PROVIDING AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

5. Resolution No. 2017-36 - Public Nuisance Abatement Program - Record Special Assessment Liens (Village Abatement Costs)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING AMENDMENT NO. 4 TO THE LIENS AGAINST CERTAIN PARCELS OF LAND SERVICED BY THE VILLAGE OF PALM SPRINGS AS A RESULT OF VIOLATIONS OF THE PUBLIC NUISANCE ORDINANCE, FOR OUTSTANDING NUISANCE ABATEMENT SERVICE CHARGES; AUTHORIZING THE VILLAGE MANAGER OR DESIGNEE TO PERIODICALLY IDENTIFY OTHER PARCELS WITH OUTSTANDING NUISANCE ABATEMENT SERVICES CHARGES; DIRECTING THE VILLAGE CLERK TO RECORD SAID LIEN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Staff: Richard Reade, Village Manager

6. Approve Second Amendment to Manager Employment Agreement

Staff: Richard Reade, Village Manager

7. Approve Agreement - Lien Reduction - Plantation Plaza, LLC - 2640 South Military Trail

Staff: Richard Reade, Village Manager

8. Approve Task Order #224 - Professional Engineering Services - Water Distribution Hydraulic Model and Master Plan - Eckler Engineering, Inc.

Staff: David Harden, Public Service Director

9. Approve Task Order #225 - Professional Engineering Services - Wastewater Transmission System Hydraulic Model and Master Plan - Eckler Engineering, Inc.

Staff: David Harden, Public Service Director

10. Approve Contract Award - Continuing Geographic Information Systems (GIS) Consulting Services (RFP #2017R-005)

Staff: Kim Glas-Castro, Land Development Director



11. Resolution No. 2017-40 - Accept Dedication of Utility Improvements - Palm Springs Apartments - 4050 Forest Hill Boulevard

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ACCEPTING THE UTILITY IMPROVEMENTS AND DEDICATIONS MADE TO THE PUBLIC AS SET FORTH ON THE PLAT OF PALM SPRINGS ADDITION FIRST REPLAT APPROVED BY THE VILLAGE COUNCIL ON JULY 14, 2016; AND PROVIDING AN EFFECTIVE DATE.

Staff: David Harden, Public Service Director

12. Proclamation - Hispanic Heritage Month

Staff: Suvi Manner, Library Director

13. Proclamation - POW/MIA Day - Saturday, September 16, 2017

End of Consent Agenda....

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| Motion | Second | Vote |
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## **PRESENTATIONS**

### **PUBLIC COMMENT** (Three minute limit)

### **PUBLIC HEARINGS**

14. Ordinance No. 2017-23 - Establish FY 2017-2018 Millage Rates - Operating & Debt Service

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2017/2018; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

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| Motion | Second | Vote |
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15. Ordinance No. 2017-20 - Adopt FY 2017-2018 Budget

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

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| Motion | Second | Vote |
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16. Ordinance No. 2017-19 (First Reading) Village Code Amendment - Chapter 34 - Parking of Commercial Vehicles in Residential Districts & Storage of Commercial Vehicles in Commercial Districts

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION II "RECREATIONAL VEHICLES, COMMERCIAL VEHICLES AND SIMILAR VEHICLES", SECTION 34-913 "PARKING IN ALL RESIDENTIAL LAND USE DISTRICTS; CERTAIN PARKING PROHIBITED", TO PROVIDE FOR GREATER REGULATIONS REGARDING THE PARKING OF CERTAIN COMMERCIAL VEHICLES IN RESIDENTIAL LAND USE DISTRICTS; AMENDING SECTION 34-916 "PARKING COMMERCIAL VEHICLES ON COMMERCIAL PROPERTY", TO CLARIFY THE REGULATIONS REGARDING THE USE OF COMMERCIAL VEHICLES AS STORAGE SPACE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

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| Motion | Second | Vote |
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17. Resolution No. 2017-38 - Hours of Operation Variance (PSV17-20) - FSR Trucking Inc. - 2949 2nd Avenue North (Quasi-Judicial Hearing)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION SUBMITTED BY MR. FREDERICK RICEPUTO, PRESIDENT OF FSR TRUCKING, INC., ("APPLICANT") AS CONTRACT PURCHASER., IS REQUESTING A VARIANCE (PSV17-20) FROM SECTION 34-891(1), "HOURS OF OPERATION AND HOURS OF CONSTRUCTION ACTIVITY", OF THE VILLAGE CODE OF ORDINANCES TO OPERATE A 24-HOUR OPERATION ON THE FORMER SOUTHERN WINE & SPIRITS PROPERTY LOCATED AT 2949 2ND AVENUE NORTH; PROVIDING AND ESTABLISHING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

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| Motion | Second | Roll Call Vote |
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18. Ordinance No. 2017-21 - Village Code Amendment - Chapter 58 - Purchasing Code - Approved Construction Project Time Extensions

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 58, "PURCHASING CODE", SECTION 58-17, "CONTRACTING AUTHORITY IN GENERAL," TO ALLOW THE VILLAGE MANAGER OR COUNCIL TO GRANT CONTRACT EXTENSIONS BASED ON THE BEST INTEREST OF THE VILLAGE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

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| Motion | Second | Vote |
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19. Ordinance No. 2017-22 - (First Reading) Village Code Amendment - Chapter 78 - Utilities - Schedule of Fees - Readiness to Serve Charge & Hydrant (Construction) Meter Fee

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78 "UTILITIES", ARTICLE I "IN GENERAL", SECTION 78-1 "SCHEDULE OF FEES", IN ORDER TO CHANGE THE BASIS FOR THE READINESS TO SERVE CHARGE TO COMMERCIAL CUSTOMERS FROM THE NUMBER OF UNITS TO METER SIZE AND TO CODIFY CHARGES FOR HYDRANT METERS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Staff: David Harden, Public Service Director

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| Motion | Second | Vote |
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20. Ordinance No. 2017-11 - (FIRST READING) Village Code Amendments - Chapter 34 - Sign Regulations

**This item will be continued to the September 28, 2017 Regular Council Meeting**

Staff: Kim Glas-Castro, Land Development Director

#### **ACTIONS AND REPORTS**

21. Approve 2018 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs

Staff: Richard Reade, Village Manager

#### **VILLAGE MANAGER COMMENTS**

#### **VILLAGE COUNCIL COMMENTS**

#### **ADJOURNMENT**

#### **NEXT MEETING**

**THURSDAY, SEPTEMBER 28, 2017 AT 6:30 PM**

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.



**VILLAGE COUNCIL MEETING  
MINUTES, COUNCIL CHAMBERS  
226 CYPRESS LANE  
VILLAGE OF PALM SPRINGS, FLORIDA  
JULY 27, 2017 AT 6:30 P.M.**

Mayor Smith called the regular meeting of the Village Council to order at 6:30 p.m.

Present: Mayor Bev Smith, Vice Mayor Patti Waller, Mayor Pro Tem Liz Shields, Council Member Joni Brinkman, Council Member Dawn Cox, Village Manager Richard Reade, Village Attorney Glen Torcivia, Deputy Clerk Jane Worth.

Staff present: Police Chief Tom Ceccarelli, as Sergeant at Arms, Finance Director, Rebecca L. Morse, Land Development Director, Kim Glas-Castro, Public Service Director, David Harden, Assistant to the Village Manager, Brent Morgan.

The Invocation was given by Village Manager Reade, followed by the Pledge of Allegiance led by Mayor Smith.

**ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA**

Mayor Smith asked if there were any additions, deletions or modifications to the agenda. Manager Reade stated there were two (2) modifications:

1) Item #1 – moved to a later date

1. Resolution 2017-36 - Public Nuisance Abatement Program - Record Special Assessment Liens (Village Abatement Costs)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING AMENDMENT NO. 4 TO THE LIENS AGAINST CERTAIN PARCELS OF LAND SERVICED BY THE VILLAGE OF PALM SPRINGS AS A RESULT OF VIOLATIONS OF THE PUBLIC NUISANCE ORDINANCE, FOR OUTSTANDING NUISANCE ABATEMENT SERVICE CHARGES; AUTHORIZING THE VILLAGE MANAGER OR DESIGNEE TO PERIODICALLY IDENTIFY OTHER PARCELS WITH OUTSTANDING NUISANCE ABATEMENT SERVICES CHARGES; DIRECTING THE VILLAGE CLERK TO RECORD SAID LIEN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Staff: Richard Reade, Village Manager

Vice Mayor Waller made a motion to approve the agenda as revised, and it was seconded by Council Member Brinkman. Motion carried 5-0.

## PUBLIC COMMENT (Three minute limit)

2. Ordinance No. 2017-14 (SECOND READING) - Village Code Amendment - Chapter 34 - Floodplain Regulations

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE II "FLOODPLAIN MANAGEMENT" TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

Staff: Kim Glas-Castro

Manager Reade stated the Land Development staff is recommending revisions to the floodplain regulations within the Village's Land Development Regulations (LDR) to comply with the final flood hazard determination that was issued by the Federal Emergency Management Agency (FEMA).

The revised set of Flood Insurance Rate Maps (FIRM) for Palm Beach County will become effective on October 5, 2017. The Village previously amended its floodplain regulations (Ordinance No. 2016-06 - May 12, 2016) to comply with FEMA's special flood hazard area regulations. The purpose of the proposed ordinance is to update the basis for establishing flood hazard areas, which will be the new Flood Insurance Study and Flood Insurance Rate Maps. No other revisions are proposed at this time.

At this time, the Village will maintain fewer properties within a flood hazard area under the new map. As a result, fewer property owners will be required to carry flood insurance.

The proposed ordinance was developed/prepared by the Land Development Director from a template provided by the Florida Department of Emergency Management and reviewed by the Village Attorney. The draft ordinance has also been reviewed and approved by the State.

The Land Development Board considered the proposed ordinance during its June 13, 2017 meeting and recommended approval.

The proposed ordinance was approved on 1st reading by the Village Council on July 13, 2017 and is being presented for 2nd and final reading.

Deputy Clerk stated that said Ordinance was advertised in the Lake Worth Herald on July 20, 2017. Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title.

Hearing no further comments by Council, Mayor Smith asked for a motion for approval. Mayor Pro Tem Shields made a motion to approve Ordinance No. 2017-14 and seconded by Council Member Brinkman. Roll Call Vote carried 5-0

3. Ordinance No. 2017-15 (SECOND READING) - Village Code Amendment - Chapter 34 - Land Alteration Regulations

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 1, "GENERAL PROVISIONS, SECTION 1-2, "DEFINITIONS AND RULES OF CONSTRUCTION", TO CLARIFY DEFINITIONS FOR LAND ALTERATION; AMENDING CHAPTER 34, "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 9, "DEVELOPMENT STANDARDS", TO ADD A NEW SECTION 34-1365, "LAND CLEARING, DREDGING AND FILLING"; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Staff: Kim Glas-Castro

Manager Reade stated Land Development staff is recommending additional development standards in the Land Development Regulations (LDR) to clarify permit requirements for land alteration activities in advance of building permit issuance.

The Village has maintained a practice of providing land alteration (i.e., clearing and grubbing, filling and grading, etc.) in advance of a building permit. However, the proposed ordinance provides better clarification of this allowance within the Village's LDRs and will require a permit prior to clearing authorization. This authorization would protect surrounding properties from stormwater run-off as a result of the clearing and ensure that the property is properly sodded (if not immediately developed) to ensure improved aesthetics to surrounding properties.

Note: A new permit fee will be included within the Village's Schedule of Fees and will be presented for consideration by the Village Council at a later date.

The Land Development Board considered the proposed ordinance during its June 13, 2017 meeting and recommended approval.

The proposed ordinance was prepared by the Land Development Director and reviewed by the Village Attorney.

The proposed ordinance was approved on 1st reading by the Village Council on July 13, 2017 and is being presented for 2nd and final reading.

Deputy Clerk stated that said Ordinance was advertised in the Lake Worth Herald on July 20, 2017. Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title.

Hearing no further comments by Council, Mayor Smith asked for a motion for approval. Vice Mayor Waller made a motion to approve Ordinance No. 2017-15 and seconded by Council Member Cox. Roll Call Vote carried 5-0

4. Ordinance No. 2017-17 (SECOND READING) - Village Code Amendment - Chapter

### 34 - Prohibition of Medical Marijuana Dispensaries

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34, "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 6, "DISTRICT REGULATIONS", TO EXPRESSLY PROHIBIT MEDICAL MARIJUANA DISPENSARY USES WITHIN THE VILLAGE LIMITS, SPECIFICALLY WITHIN SUBDIVISION IV, "CN COMMERCIAL NEIGHBORHOOD", SECTION 34-795, "PROHIBITED USES", AND WITHIN SUBDIVISION V, "CG COMMERCIAL GENERAL", SECTIONS 34-824, "SPECIAL EXCEPTIONS", AND 34-825, "PROHIBITED USES", AND WITHIN SUBDIVISION VII, "LI LIGHT INDUSTRIAL", SECTION 34-861. "PROHIBITED USES", AND WITHIN SUBDIVISION VIII, "MU MIXED USE", BY CREATING SECTION 34-877, "PROHIBITED USES", AND TO REPEAL SUBDIVISION XXV, "MEDICAL MARIJUANA TREATMENT CENTERS AND MEDICAL MARIJUANA DISPENSARIES", SUPPLEMENTAL REGULATIONS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Staff: Kim Glas-Castro

Manager Reade stated during the June 2017 Florida Legislature's Special Legislative Session, Senate Bill 8-A was approved, which references the allowance of Medical Marijuana Dispensaries within the State of Florida and provides counties and municipalities with the right to formulate rules and regulations with regards to Medical Marijuana Dispensaries.

The new law (Chapter 2017-232 Laws of Florida) amends Section 381.986, F.S., to include a new Section 11 (see pages 30-31 of the attached legislation) that provides the following:

- Provides the State with all authority for medical marijuana treatment centers, preempting local government regulations.
- Establishes a 500 foot distance separation between medical marijuana treatment centers/dispensing facilities and schools.
- Allows a county or city, by ordinance, to ban medical marijuana treatment center dispensing facilities (dispensaries) from being located within the county or city limits.
- Provides that a city that does not ban dispensaries may not place specific limits on the number of dispensaries, or provide locational siting criteria that is more restrictive than its regulations for pharmacies, or charge fees greater than those charged to pharmacies, or require operational or security measures greater than that required by the State.



As a result of these new statutory provisions, staff recommends banning all dispensaries within the Village at this time. Further, if a ban is approved, medical marijuana treatment centers will be provided with the ability to provide direct delivery of their product to qualified patients within the Village.

The Land Development Board considered the proposed ordinance during their July 11, 2017 meeting and recommended approval.

The proposed ordinance was prepared by the Land Development Director and reviewed by the Police Chief and the Village Attorney.

The proposed ordinance was approved on 1st reading by the Village Council on July 13, 2017 and is being presented for 2nd and final reading.

Deputy Clerk stated that said Ordinance was advertised in the Lake Worth Herald on July 6, 2017 and July 13, 2017. Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title.

There was a discussion on this item, which was recorded, and may be heard in the Village Clerk's office.

Hearing no further comments by Council, Mayor Smith asked for a motion for approval. Council Member Brinkman made a motion to approve Ordinance No. 2017-17 and seconded by Mayor Pro Tem Shields. Roll Call Vote carried 5-0

5. Resolution No. 2017-34 – FY 2018 Preliminary Millage Rates – Operating & Debt Service

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TENTATIVELY ESTABLISHING A MILLAGE RATE FOR THE 2017-2018 FISCAL YEAR; SETTING REQUIRED PUBLIC HEARINGS; AND PROVIDING AN EFFECTIVE DATE.

Staff: Rebecca Morse, Finance Director

Manager Reade stated recently, the Village received the Form DR-420 - Certification of Taxable Value and the Form DR-420Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 2018) as well as other related financial information:

- The gross taxable value for the FY 2018 is \$1,109,556,245, which is an increase of \$200,089,454 over FY 2017
- The rolled-back rate is calculated at \$3.5293 per 1,000 of taxable value
- The Village's proposed FY 2018 operating millage for the General Fund is \$3.6500 per \$1,000 of taxable value or an increase of 3.42% over rolled-back rate

- The taxable value for debt service is \$1,112,021,593, thus, the proposed millage rate required to pay the general obligation debt for FY 2018 is \$0.4062 per \$1,000 of taxable value
- The combined proposed millage rates for FY 2018 (3.6500 operating + 0.4062 debt) is 0.3368 mills lower than the combined approved millage rates for FY 2017 (3.9000 operating +0.4930 debt)

As a result, the proposed Resolution establishes the tentative millage rates for Fiscal Year 2018. The Village Council will be requested to establish the final millage rates in September 2017.

There was a discussion on this item, which was recorded, and may be heard in the Village Clerk's office. Mayor Smith asked the Village Attorney Torcivia to read the Resolution by title.

Hearing no further comments by Council, Mayor Smith asked for a motion for approval. Council Member Brinkman made a motion to approve Resolution No. 2017-34 and seconded by Vice Mayor Waller. Motion carried 5-0.

## **ACTIONS AND REPORTS**

6. Proposed Emergency Fuel Agreement - Wawa Florida, LLC - 1771 South Congress Avenue & 3590 South Congress Avenue  
Staff: Kim Glas-Castro

Manager Reade stated, Ms. Bonnie Miskel, agent for Wawa, is requesting approval for an emergency fuel agreement with the Village for two (2) Wawa gas stations, which are located at 1771 South Congress Avenue and 3590 South Congress Avenue. The proposed fuel agreement is a required condition of the approved site plan and special exception (Resolution No. 2016-06 and Resolution No. 2015-59) for both locations.

The condition requires that prior to the issuance of a Certificate of Occupancy:

- An agreement to provide fuel preference for Village public safety, utility and essential vehicles prior to and after a storm event and/or Village Emergency.

Note: The proposed agreement is for a three (3) year term and would provide Wawa to sell fuel to the Village at the then-current posted rate and allow Village vehicles to move to the front of the fueling lines.

The proposed fuel agreement was prepared by the Village Attorney and the Applicant's attorney and reviewed by the Land Development Director, Public Service Director and Police Chief.

Hearing no further comments by Council, Mayor Smith asked for a motion for approval. Mayor Pro Tem Shields made a motion to approve the proposed fuel agreement and seconded by Council Member Cox. Motion carried 5-0.

7. Discussion - Village Manager Employment Agreement  
Staff: Richard Reade, Village Manager

Mayor Smith stated Council was pleased with the professionalism Manager Reade has brought to the Village. She stated communication is the best they have ever had, happy with the CRA Investigation.

Council had agreed that the camaraderie with the County was on a better level. It was agreed upon by Council Manager Reade would be receiving a 5% increase, and asked Village Attorney Torcivia to please look into the legalities of how it should be set up for Manager Reade to receive \$200 per month for expenditures for lunches with other City Managers and/or Palm Beach County Commissioners when in the interest of the Village.

Manager Reade stated he could not be where he was without the backing of the Village Council and Staff. Manager Reade stated he appreciated all the help, and communication among the employees and Staff. He also stated he was extremely touched by the kind words of Council.

**VILLAGE MANAGER COMMENTS:**

Reported on the force main break.

Reported that FPL had installed LED lights throughout the FPL corridor and he was working with Lake Worth to do the same.

Lynn Tipton had a great discussion on Home Rule.

**VILLAGE COUNCIL COMMENTS**

Mayor Pro Tem Shields – Stated she was celebrating her one (1) year anniversary with the Council. She also wanted to thank the Police Officers for attending the meeting tonight but they had left earlier.

Council Member Brinkman – She attended the MPO Governance update and Representatives of Broward County had attended and gave some excellent advice.

Vice Mayor Waller – Jennifer Ashton gave a great presentation at the District luncheon.

Mayor Smith stated the League meeting was interesting. She thanked the Police Officers that had come to the meeting earlier. She also thanked Land Development with the work involving the CRA.

**ADJOURNMENT**

Hearing no further business, Vice Mayor Brinkman adjourned the meeting at 7:23 p.m.

Respectfully submitted,

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Mayor, Bev Smith

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Jane R. Worth, Deputy Village Clerk

**NEXT REGULAR MEETING:  
AUGUST 10, 2017 AT 6:30 P.M.**

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.



**VILLAGE COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS  
226 CYPRESS LANE  
VILLAGE OF PALM SPRINGS, FLORIDA  
AUGUST 10, 2017 AT 5:30 P.M.**

Present: Mayor Bev Smith, Vice Mayor Patti Waller, Council Member Joni Brinkman, Council Member Dawn Marie Cox, Village Manager Richard Reade and Village Clerk Kimberly M. Wynn

Staff present: Police Chief Tom Ceccarelli, Brent Morgan, Assistant to the Village Manager, Planning, Building and Zoning Director, Kim Glas-Castro, Finance Director, Rebecca L. Morse, David Harden, Public Service Director, Parks and Recreation Director, Bill Golson and Library Director, Suvi Manner

Opening Remarks by Village Manager Reade read into record:

In accordance with the Village Charter [Section 4.04(f)], I hereby submit for your review and consideration, the proposed operating and capital budgets for the general, debt service and enterprise funds for the fiscal year beginning October 1, 2017 (FY 2018). This budget document is intended to establish an operational and financial plan for the delivery of Village services, programs and projects during the upcoming fiscal year. Additionally, the proposed budget serves as an aid to our residents, businesses and stakeholders in providing a better understanding of the Village's operating and fiscal programs and how their tax dollars will be spent.

Village Goals and Past Year Highlights:

This past year has been another exciting year of challenges and change for the Village that has resulted in new growth along our commercial corridors and within our residential neighborhoods, increased assurance that we are receiving the lowest feasible cost for all purchases and redefining our organizational responsibilities and structure to ensure that the highest levels of productivity are achieved. Our primary focus continues to ensure that the Village remains a vibrant community filled with neighborhoods that fosters a "small town feel" and values our various cultures and our natural environment. We have an incredible staff, and every day they strive to provide customer service that is second to none. At the same time, we work to provide facilities, services, programs, activities and projects to our community that support a high quality of life.

In an effort to clearly identify the expectations and accountability for the Village's governmental activities, six (6) goals have been identified to be considered in all Village operations and activities:

- Financial Stability/Sustainability
- Grow Our Community (Annexation)
- Promote Economic (Re-) Development within Our Commercial and Residential Areas
- Ensure We Provide a Clean and Safe Village
- Maintain Our Small Town Feel within Our Diverse Community.
- Maintain the Village of Palm Springs as an Excellent Place to Work

**Financial Stability/Sustainability:** The Village continuously seeks to obtain financial sustainability through diverse and stable revenues as well as through good planning, consistency and cost awareness. By achieving our financial goal, the Village will be able to maintain/provide the highest levels of municipal services to our residents and stakeholders, while maintaining the small town feel that has made Palm Springs unique among municipalities in Palm Beach County. Some of the areas where the Village has improved our financial condition this past year include:

- Reduced total millage rate paid by all property owners within the Village for the 5th consecutive year – 12.8% reduction
- Maintained 20-25% of General Fund expenditures in Unassigned Fund Balance to assist with unexpected/unplanned events and/or needs and \$1.5 million for disaster recovery (i.e., emergency issues, severe storms) and \$1.5 million for one-time large capital needs
- Utilized a specialized procurement website to promote Village bidding opportunities throughout Florida as well as the country to receive the lowest possible pricing/cost for Village expenditures (e.g., utility project that was budgeted for approximately \$150,000 received a low, responsive bid that resulted in an approximate \$85,000 savings to the Village)
- Received numerous grant awards (i.e., CDBG - \$99,289, Library State Aid - \$20,962, FDOT Street Lighting - \$104,519, Library Technology Grant - \$2,082, FMIT Safety Grant - \$3,547, PBC Road Construction & Paving Reimbursement - \$231,000, etc.)
- Property valuations increased 22% (approximately \$200 million in new taxable assessment value). This is the 4th consecutive increase in Village-wide property valuations
- Continued to utilize on-line auctions to better dispose of unneeded assets and generate unexpected and higher revenues
- Continued implementation of a stormwater management fee to support the costs associated with repairing long-overdue infrastructure issues and providing improved safety for our property owners and those travelling over our roadways
- In November 2016, the one-cent sales tax was approved by 56.63% of the voters of Palm Beach County. As a result, the Village will receive approximately \$14,839,500 million over a 10-year period to support various capital improvement projects and equipment. A three (3) member Infrastructure Surtax Citizen Oversight Committee was established to review and confirm that the proposed projects met the requirements of the voter approved one-cent infrastructure surtax
- Approved a new thirty (30) year Florida Power & Light Franchise Agreement that provides for a 6% franchise fee of billed revenues from the sale of electrical energy to residential, commercial and industrial customers within the Village
- Connected to Palm Beach County's fiber optic network to enable Village facilities to increase internet speeds from 50Mbps to 100 Mbps and is expected to generate approximately \$7,000 in savings per year in communications expenses

**Annexation:** This past year, the Village continued our annexation initiative in an effort to attract quality businesses, enhance surrounding residential neighborhoods and expand our tax base. The Village has continued to grow within our identified future annexation area and we are currently the 12th largest city in Palm Beach County with an estimated 23,193 residents. Although the Village is moving ahead with this initiative, we are proceeding in a more conservative manner to ensure resources are available to continue the delivery of the superior services that our community has become accustomed to receiving at the lowest possible cost.

This year the Village completed a number of annexation related initiatives, including:

- Recorded 168 voluntary annexation petitions with the PBC Clerk of the Courts that were received as a result of the recently completed wastewater system improvement on the western edge of the Village to enable annexation at a future timetable that is more conducive to ensuring funding is available to support requisite personnel and equipment costs
- Expanded the Village's central boundary by annexing 27 properties (totaling 9.89 acres) along the 10th Avenue North corridor (just west of Kirk Road to Military Trail) - 74% of all property owners consented to the annexation
- Annexed 40 properties (totaling 86.78 acres) along South Congress Avenue (generally located south of the L-12 canal and north of the City of Atlantis) – 87.5% of owners consented to annexing into the Village
- Continued to establish partnerships with neighboring cities with the intent of growing the Village, eliminating gaps/pockets of unincorporated areas to promote a “clean and safe” community and encouraging investment (i.e., re-development)

**Promote Economic (Re-)Development:** The Village Council recently committed to slowing our annexation efforts and to begin focusing our efforts on economic development and re-development opportunities to help create jobs, grow our tax base and increase our overall quality of life by making the Village a more attractive community. A primary goal of the Village is to enhance the quality of life within our residential communities as well as to promote a vibrant business environment within our commercial corridors - Congress Avenue, Forest Hill Boulevard, Lake Worth Road, 10th Avenue North and Military Trail. The Village utilizes our utilities and our annexation initiative to assist with meeting this goal. Following annexation, the Village works to enhance the appearance and livability for all stakeholders and to meet our goal of providing a Clean and Safe Village through our policing, code enforcement and building/inspection services (“three-legged stool approach”).

The Village will continue our efforts to aggressively amend our land development code, reduce chronic code violations, remove unsafe structures and annex unincorporated areas just outside of our Village to eliminate undesirable activities from occurring. To assist in achieving this goal and ensure that the Village remains a great place to live, work and play, we will work to create and promote a positive pro-business and residential image, continue to install/provide necessary infrastructure and offer/promote grant and other financial opportunities to stimulate economic (re-)development within our residential and commercial communities. Thus, resulting in a desirable business climate where quality businesses want to be and/or expand, new jobs will be created and attractive and community-based neighborhoods will be found throughout our Village.

We are proud of the progress that has occurred within the Village this past year and are excited about the growth and economic development/re-development opportunities that are available to our community. This year the Village completed a number of initiatives to facilitate future economic (re-)development activities, including:

- Selected a consultant to assist with the creation of a Community Redevelopment Agency (CRA) within various locations of the Village (Congress Avenue - north of Forest Hill Boulevard, Lake Worth Road - E-4 Canal west to Military Trail and Military Trail - Lake Worth Road north to Forest Hill Boulevard) to assist with funding necessary infrastructure and safety improvements and incentives to promote economic development opportunities and improve the overall quality of life within the designated areas (Note: Preliminary meetings with PBC have also been held communicating the Village's intention to proceed and request approval of a CRA)
- Continued to develop a partnership with Palm Beach County to improve the infrastructure within the Forest Hill Boulevard, Kirk Road and Military Trail corridors [i.e., streetscaping, pedestrian cross walks, roadway striping, construction of wastewater force main, extending our future annexation area to the west, etc.]
- Implemented the new electronic lien search option, Net Assets software system, for title companies to complete lien searches for properties being sold within the Village (The Village averages approximately 70 searches per month)
- Implemented an e-Recording option to quickly submit and record documents (i.e., liens, financing agreements, etc.) related to a property within the Village with the PBC Clerk of Courts
- Acquired a portion of the City of Lake Worth's utility service area along the east side of Congress Avenue (between 10th Avenue North and the LWDD's Canal 11) to service ten (10) properties/businesses that are within the Village limits
- Adopted the Village's College-Hospital Overlay provisions to provide an incentive for redevelopment of the South Congress Avenue corridor
- Development of the Off-Lease Only sales center and headquarters (42,152 square foot vehicle sales establishment, 6,000 square feet of retail, and 2,000 square feet of restaurant use). Off-Lease Only has become the country's largest used vehicle sales company and maintains their home-base in Palm Springs
- Development of the new Preston Square townhome community began, which is expected to include 164 fee-simple townhouse units within 34 two-story buildings
- Expansion of the Palm Springs Apartments complex to add forty-eight (48) new townhomes within two (2) new buildings, located south of Forest Hill Boulevard
- Construction of the 2nd McDonalds (3,905 square feet) within the Village on Forest Hill Boulevard
- Completion of two (2) new Wawa fueling stations, convenience stores and food restaurants, which were the first stores to be opened in PBC and provided the Village with significant marketing and press across the state and around the country.
- Various renovated retail and professional office spaces have been completed: Legend Plaza (former Inspiration House) on Military Trail (south of Forest Hill Boulevard), dental office (former Ocean Cleaners site) located on Congress Avenue (south of Greenbrier Drive), architect office (former single-family residential home) on 10th Avenue North (just east of Congress Avenue) and a new Off-Lease Only call center (former Regency Party Rental building) on South Congress



Avenue (across from the new Off-Lease vehicle sales site)

- Provided owners of vacant properties with the opportunity to finance various utility infrastructure (expense) improvements with the Village as utilities become available within their community and to facilitate infill development
- Strengthened the Village's cost recovery for consultant professional services (i.e., engineering, legal and/or other professional services) by implementing an escrow account to support the cost for permit, utility/civil plans and/or land development review by the Village
- Improved our customer service experience during the application and approval process by expanding the counter area within the in Land Development (a.k.a. Planning Zoning & Building) lobby within Village Hall
- Awarded twenty (20) Property Improvement Program (PIP) re-development matching grants (up to \$5,000 each), totaling \$84,669.59 to help Village property owners make needed improvements within our residential and business communities – Resulted in an approximate property valuation increase of \$188,521.07
- Continued the process of branding the Village by installing new park signage and Village banners throughout the Village (including our newly annexed areas), which is expected to promote home ownership and property and business investment
- Note: Approximately 168 new jobs have been created within the Village this year with the opening of various new commercial developments

**Ensure a Clean and Safe Village:** This initiative is designed to ensure that the Village provides safe and clean places, including public spaces, commercial corridors and residential neighborhoods, for the entire community to enjoy. To achieve this goal, our staff (i.e., Police, Code Enforcement, Planning and Building Official/Inspectors, Public Service, Parks and Recreation, etc.) has been focused on programs and activities to assist in making the Village a more livable community. This year we have taken the following steps to meet this goal:

- Connected to PBC's new P25 trunked radio system to provide the Police department with increased safety (for our community and officers). This system replaced the 15-17 years old system that was being utilized
- Purchased/replaced Police Department - 911 communications center radios, equipment and furniture to provide an improved, safer work environment for our officers/staff, which will enhance the overall safety of our community
- Expecting to install three (3) ADA compliant entrances/doorways – Village's 1st Completed Sales Tax Funded Project
- Constructed and paved four (4) unpaved roads that were annexed into the Village - Childs Street, Erie Terrace, Lone Pine Way and Sally Lane (1/3 of the cost will be funded by PBC)
- Began the process of developing a stormwater master plan (expected to be completed by the end of FY 2017) that will identify drainage concerns throughout the Village and will support the need for planning, design, construction, operation and maintenance, regulation, surveying and inspection of the Village's stormwater system
- Completed the milling and paving of approximately fourteen (14) lane miles of roadways within the Village at the end of FY 2017 including 31 roadways that are expected to be completed by the end of the current fiscal year
- Developed and mailed a new garbage, bulk and recycling brochure to all residential property owners and tenants to

communicate and ensure a better understanding of pick-up days and disposal requirements

- Continued our concrete sidewalk installation program - Lake Frost Park (multi-year project that has now been completed) and San Fernando Drive, which was uneven and hazardous for pedestrians
- Selected and approved six (6) vendors to assist with immediate debris removal services following a disaster/storm event to provide normal operations/access throughout our community as quickly as possible and to better ensure funding from FEMA and the state of Florida
- Entered into a Street Lighting Agreement with City of Lake Worth to ensure proper operation, repair and maintenance of all street lighting equipment within the Lake Worth Electric Utility Franchise Area

**Maintain Our Small Town Feel within Our Diverse Community:** The Village is located within the 8th most populous urban area within the country. However, we maintain a unique small town feel that many communities work very hard to duplicate. Our residents throughout the Village know each other and our governmental staff maintains a strong emphasis on providing the highest levels of customer service and events, programs, services and activities to ensure that the Village remains a great place to live, work and play. Some of the ways we have continued to promote this atmosphere within our Village include:

- Completed thirteen (13) amendments to various sections of the Village's code of ordinances (including our Land Development Regulations) to ensure the Village maintains its small town feel, safety and livability while also promoting our business community
- In addition to our various annual community events, a number of new events were held (i.e., Snores and S'mores - outdoor movie and camp out, Senior Prom dinner and dance and Bark in the Park dog event)
- Installed a majority of the Village's park signage in an effort to brand our facilities in a consistent and recognizable fashion (additional signs are planned to be installed at Sago Palm Park and Frost Lake Park before the end of FY 2017). Additionally, solar lighting, irrigation and landscaping were installed to promote a positive image of our community
- Continued to plan the development of the new Foxtail Palm Park, located at Kirk Road and Park Lane, including the design of the park's layout and amenities, Kirk Road drainage improvements and the (reshaping of the) on-site pond
- Improvements to Sabal Palm Park (Summer Street) are being completed (i.e., new fencing along swale and commercial corridors to prevent cut-throughs, new backstop to prevent balls from going into neighboring properties, new irrigation and sod) to promote utilization of this park for pick-up soccer and other related athletic opportunities
- Various repairs and maintenance have been completed to our Village Center facilities, including the Police Department (i.e., flooring) as well as all of the buildings within our Village Center campus (i.e., repainted roofs and sealed windows)
- Reinforced the structural integrity of the Davis Road Bridge (just south of Winged Foot Road and Tam O' Shanter Drive) and replaced the pedestrian bridge to ensure the safety of pedestrians and bikers, which was partially funded through the Community Development Block Grant (CDBG) program
- Continuing the process of working with the property owners, PBC and the LWDD to construct and pave Canal Road, which was annexed as a dirt road
- Replaced the filter media at the Main Water Treatment Plant to continue our efforts to provide the best water possible to

our customers

- Continuing the implementation of the new Utility Billing Customer Information System (UBCIS) software that will provide better customer self-service, enable staff to more quickly answer customer's questions and increase staff productivity
- Implemented the Public Service Department's reorganization placing water treatment, water distribution and sewage collection all under the same superintendent; and creating Crew Leader positions in both Public Works and Utilities to establish an appropriate span of control for supervisors, thereby using our work force more efficiently and effectively
- Implemented a computerized work order system which enables us to better prioritize our work, determine the true cost of various tasks, and create repair and maintenance histories for equipment and facilities (This was the last remaining recommendation from the Inspector General's report)
- Began a number of new library programs [i.e., PAWS to Read, STEAM Robotics, Cultural Tapestry, Tertulias (Spanish Adult book club) and Cuentos en Español (Spanish stories for children)] to improve reading habits and school readiness as well as to engage our diverse community members (of all ages)
- Implemented a new E-Books platform/opportunity that permits the Library to expand our on-line offerings to those that prefer Spanish language books

**Maintain the Village of Palm Springs as an Excellent Place to Work:** Our staff is our most important asset that we maintain as a Village. We have a dedicated workforce that works very hard to meet the goals of our Village. As a result, it is important to ensure that we are able to offer competitive wages, benefits and a work life that is comparable with larger organizations that continue to look to our organization to fill vacancies. Thus, the Village has continued to maintain its commitment to offering excellent work related opportunities to our staff this past year (in a manner that is affordable to the Village):

- Offered the highest levels of benefits (i.e., health, dental, retirement, etc.) to ensure retention of our workforce and attract the best candidates for open positions. The 1.8% annual premium increase for medical and dental coverage (a 1% premium discount was provided for bundling health and dental together) resulted in a total savings of \$357,000 above the estimated premium increase as determined by the health carriers and our consultant continued to provide opportunities for training, education and networking throughout our organization to ensure our staff is apprised of the most up-to-date practices as well as to ensure the highest levels of safety and increased productivity
- Partnered with Palm Beach State College (PBSC) to develop supervisory trainings, assist with Village job recruitments and provide "work study" opportunities for PBSC students to assist with department workloads (funded by PBSC)
- Implemented the Employee Roundtable meetings with 15 to 20 (randomly selected) employees, which has been a great opportunity to discuss various operational issues within the Village as well as to provide information to staff throughout our organization and ensure they are informed about the direction of the Village (i.e., annexation, growth – redevelopment, Village goals, etc.) as well as current issues (i.e., budget, benefits, operational changes, etc.)

- Held our 1<sup>st</sup> Employee Recognition BBQ to recognize employees for their years of service and to thank our staff for all of their hard work (the 2<sup>nd</sup> BBQ will be held prior to the end of the fiscal year)
- Began to promote succession planning and encouraged department management teams to identify and provide new opportunities (i.e., training, planning, re-organization, responsibilities and accountability) for our next generation of leaders
- Continued to develop positive employee union relationships with the Village's three (3) unions - Police Benevolent Association (PBA) – Officers & Sergeants and the Service Employees International Union (SEIU) - and are in the process of negotiating salary increases for FY 2018 as well as other financial and non-financial operational changes to improve productivity and increased customer service
- Hired various leadership staff, including a new Public Service Director, Executive Assistant to the Village Manager, Village Clerk and Assistant Public Service Director (who is also the Village's first staff licensed engineer) and staff within our Public Service Department as a result of the re-organization, that maintain significant experience and knowledge while enhancing the chemistry within our management team and emphasizing a strong work ethic and desire to provide the highest levels of customer service within our organization

### **Goals and Objectives for FY 2018:**

The Village will continue to work towards meeting our identified priorities and objectives in an effort to meet the Village's six (6) Goals, as outlined above. Additionally, as we continue to recover from the extended downturn in the economy, we will work to facilitate new residential and commercial construction projects that will result in new jobs and significantly contribute to an increase in our taxable valuation. Further, these new opportunities will assist with our community image and livability, thus, resulting in an increase in the viability of home ownership (rather than investment and rental properties) within the Village.

### **Budget Objectives:**

The following budget objectives have been considered during this budget process:

1. Reduce the operating millage rate and the total millage rate for FY 2018
2. Balance the proposed budget while providing for needed non-recurring capital projects and equipment expenditures  
Fund Balance is requested to be appropriated to support the cost for eight (8) one-time projects (i.e., Capital, Contracted Planning Services, etc.):
  - . Construction of Canal 11 Road (\$475,000)
  - . New Police CAD and records management system (\$450,000)

- . Police Vehicles – 8 vehicles (\$225,750)
  - . Replacement of the Library's A/C system (\$170,000)
  - . Installation of new Library Flooring (\$45,000)
  - . Continued implementation of a new Community Redevelopment Agency (\$75,000)
  - . Village Welcome Signage – Four (4) Locations (\$60,000)
  - . Village Street Signs (\$120,000)
3. Evaluated current staffing levels in all departments to ensure the best service delivery
  4. Ensured that Village equipment is replaced in a timely and consistent fashion to allow staff to achieve and maintain high levels of quality and services
  5. Provided funding to maintain the Village's infrastructure, roadways and facilities
  6. Explored "outsourcing" opportunities as a cost savings measure
  7. Ensured sufficient training and educational opportunities are available for staff

### **Significant Financial Factors:**

The Village obtains a major portion of its' annual General Fund financial resources (17%) from property taxes. Since FY 2008, this revenue has decreased over 18.22%. We are starting to see a recovery and experienced a 22% increase in property valuations from \$913 million in FY 2017 to \$1.109 million for FY 2018 - a continued sign that we are moving in a positive direction. In addition to increased ad-valorem revenues, the Village will expect to receive a larger share of state revenues (i.e., half-cent sales tax, local option gas tax, state revenue sharing, etc.) in FY 2018.

Please note that although the Village experienced the highest taxable valuation increase in the County in terms of percentage (22%) and we are ranked 12<sup>th</sup> in terms of population, our total taxable valuation ranks 17<sup>th</sup> of 39 in Palm Beach County. This is indicative of the continued need to maintain a strong focus on economic (re-)development to promote taxable valuations and, thus, fund municipal services that citizens have become accustomed to receiving in the Village.

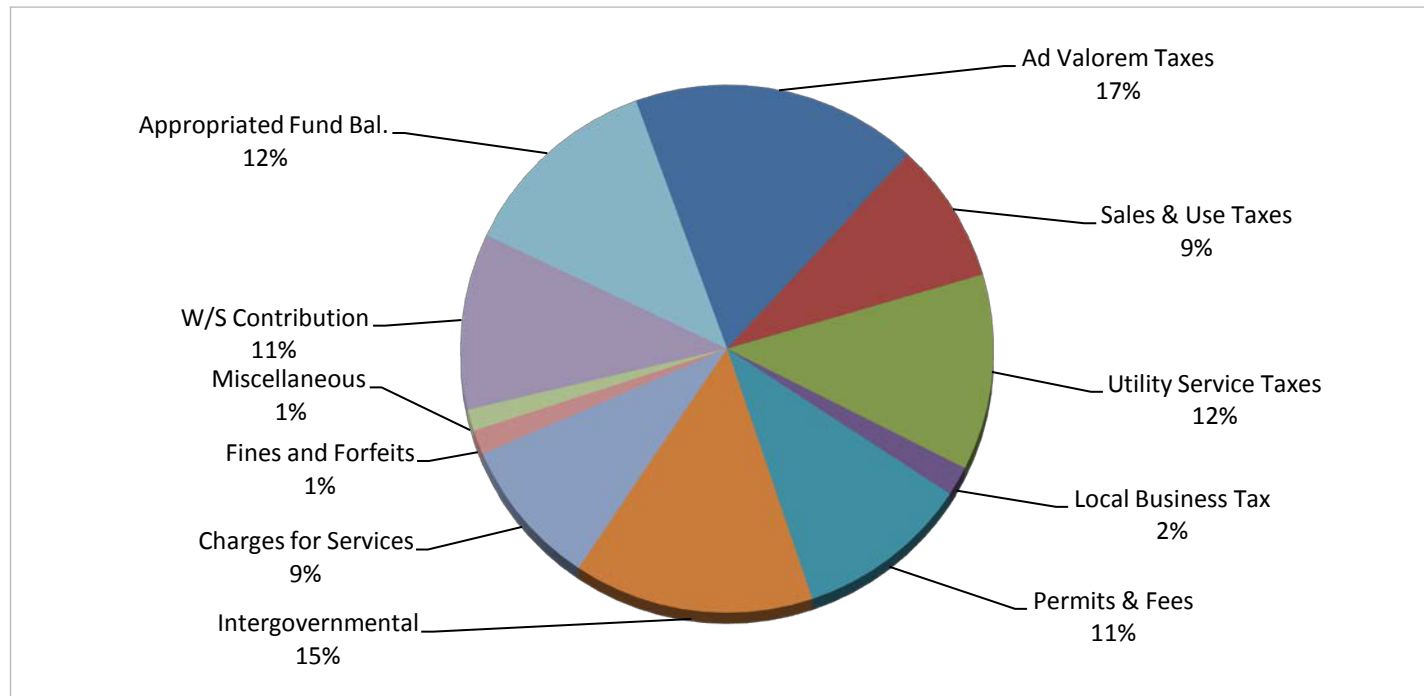
The Village continues to refine and develop our organizational structure to help shape and focus staff's responsiveness, accomplishments, training, supervision and performance. The employees of the Village are our most valuable asset and are the most significant cost associated with the budget, accounting for roughly 58% of the Village's General Fund expenditures (or \$12,029,574). Many of the costs associated with the personnel side of our proposed budget are essentially fixed and/or based upon salaries. Although these costs make up approximately 3/5's of our operating budget, they are important to meeting our goal of maintaining the Village as an excellent place to work and retaining our staff. It should be noted, however, that this amount also limits or reduces our spending flexibility as it makes up such a significant portion of our overall budget.

## **Village Budget:**

The Village has established a budget with four (4) separate funds within the FY 2018 Budget: General, Debt Service, Water and Sewer Enterprise (Utilities Fund) and Stormwater Management Enterprise (Stormwater Fund).

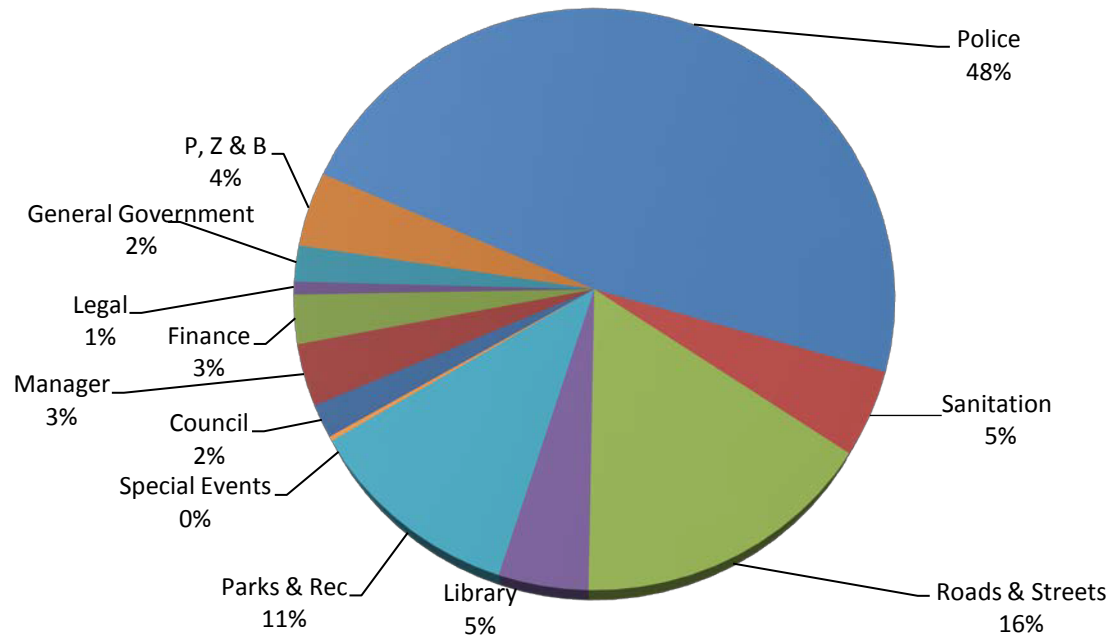
1. General Fund: This Fund provides the majority of services available to Village residents.
  - a. Revenue Summary - General Fund Revenue sources are projected to generate \$22,393,815 in FY 2018.

### **REVENUE BUDGET BY SOURCE FY 2018**



- b. Expenditure Summary - The proposed budget reflects expenditures necessary to maintain the current operations at their present level of service.

#### EXPENDITURES BY DEPARTMENT FY 2018



2. Debt Service Fund: This Fund accounts for the current principal and interest payments due on outstanding general obligation debt for the Village Center complex (\$4.9 million total outstanding principal remaining). The millage rate necessary to generate sufficient funds to pay our debt obligations for FY 2018 is \$0.4062.
3. Utilities Fund: This Fund provides funding for water treatment and distribution as well as sewage collection and disposal for Village residents as well as unincorporated areas of Palm Beach County within our utility service area. FY 2018 utility fund revenues and expenses are budgeted at \$24,935,800. The proposed budget reflects expenses necessary to maintain current operations at the present level of service.
4. Stormwater Fund: This new Fund supports the costs related to our storm water management program (i.e., drainage improvement projects, maintenance, comprehensive planning and understanding of all drainage needs within the Village) in an attempt to manage stormwater and eliminate flooding throughout the Village, which is critical to improving the livability of our community. The budget for this Fund is proposed to be \$629,331.

## **FY 2018 Recommendations:**

### Ad-Valorem (Property Tax) Rate:

I am proposing to reduce the operating millage (property tax) rate by 6.4% from its current position of 3.9000 mills to 3.6500 per \$1,000 of taxable value, which I have utilized as the basis to support personnel, operational and capital expenses within the proposed FY 2018 Budget. Further, the proposed debt service millage rate is proposed to be lower - 0.4062 mills – and when combined with the operating millage rate results in a .3368 mills decrease in the total property tax rate to the property owners within the Village of Palm Springs from the FY 2017 property tax rate.

### Revenues:

Notable projected revenue changes within the proposed budget include:

- . Community Development Block Grant (CDBG) funding (3<sup>rd</sup> year) to support the cost of developing a new covered outdoor exercise/fitness pavilion at the southwest corner of Cypress Lane and Dolan Road
- . Additional CDBG funding will be provided by PBC to assist with the development of the new Foxtail Palm Park, which will reduce the need for planned funding (Phase II) by the Village
- . Ad-valorem (or property taxes) revenue increase of 13.6% due to annexation, an improved economy and an increase in construction and development activity within the Village
- . Utility and Franchise Fees due to the completion of the various wastewater projects on the Village's western boundary
- . Code enforcement violation fines due to our aggressive efforts to ensure that long-time non-compliance is resolved
- . Contribution from the Water & Sewer Enterprise Fund was reduced from 13% to 12% of FY 2016 gross audited revenues

### Expenditures:

Some of the more notable expenditures that are provided for within the proposed budget are as follows:



Pension Costs – Village Payments and Staff Contributions:

| <u>Type of Pension Plan</u> | <u>Projected<br/>FY 2018<br/>Village<br/>Contribution</u> | <u>Projected<br/>FY 2018<br/>Village<br/>Contribution %</u> | <u>FY 2018<br/>Employee<br/>Contribution %</u> | <u>Estimated<br/>FY 2017<br/>Village<br/>Contribution</u> | <u>Village<br/>Contribution<br/>% Increase from<br/>FY 2017</u> | <u>FY 2013<br/>Village<br/>Contribution</u> | <u>Village<br/>Contribution<br/>% Increase from<br/>FY 2013</u> |
|-----------------------------|-----------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------|-----------------------------------------------------------------|
| Village - General           | \$862,047                                                 | 97.00%                                                      | 3.00%                                          | \$828,922                                                 | 3.84%                                                           | \$1,027,980                                 | -19.25%                                                         |
| Village - Police            | \$1,422,000                                               | 93.40%                                                      | 6.60%                                          | \$1,422,000                                               | 0.00%                                                           | \$1,343,382                                 | 5.53%                                                           |
| FRS - Regular               | \$404,295                                                 | 7.52%                                                       | 3.00%                                          | \$366,068                                                 | 9.46%                                                           | \$159,169                                   | 60.63%                                                          |
| FRS - Special Risk          | \$490,957                                                 | 22.57%                                                      | 3.00%                                          | \$415,891                                                 | 15.29%                                                          | \$173,509                                   | 64.66%                                                          |
| FRS - Elected Official      | \$6,173                                                   | 42.47%                                                      | 3.00%                                          | \$4,226                                                   | 31.54%                                                          | \$1,051                                     | 82.97%                                                          |
| FRS - Senior Management     | \$39,988                                                  | 21.77%                                                      | 3.00%                                          | \$34,846                                                  | 12.86%                                                          | \$0                                         | 100.00%                                                         |
| <b>Total</b>                | <b>\$3,225,460</b>                                        |                                                             |                                                | <b>\$3,071,953</b>                                        |                                                                 | <b>\$2,705,091</b>                          |                                                                 |

Village Insurance Costs:

| <u>Type of Insurance</u> | <u>Projected FY 2018 Rate</u> | <u>% Increase from FY 2017</u> | <u>% Increase from FY 2013</u> |
|--------------------------|-------------------------------|--------------------------------|--------------------------------|
| Worker's Compensation    | \$268,450                     | 15.25%                         | 39.63%                         |
| General Liability        | \$184,138                     | 10.71%                         | 38.89%                         |
| Property Liability Auto  | \$98,310                      | -2.00%                         | 3.56%                          |
| Liability                | \$49,799                      | 9.09%                          | 4.01%                          |

Employee Benefit Costs – Health & Dental:

| <u>Type of Insurance</u> | <u>Projected FY 2018 Rate</u> | <u>% Increase from FY 2017</u> | <u>% Increase from FY 2013</u> |
|--------------------------|-------------------------------|--------------------------------|--------------------------------|
| Health & Dental          | \$2,160,570                   | 1.86%                          | 24.53%                         |

Note: The Village moved to United Healthcare this year and absorbed the full increase for employee benefits (approximately \$45,000 annually) without impacting our staff

Sanitation Collection Revenues & Costs (Charged by the Village's franchised hauler):

| <u>Village's Franchised Hauler</u> | <u>Projected FY 2018 Revenues</u> | <u>Projected FY 2018 Rate</u> | <u>% Increase from FY 2017</u> | <u>% Increase from FY 2013</u> |
|------------------------------------|-----------------------------------|-------------------------------|--------------------------------|--------------------------------|
| Republic Services                  | \$1,113,814                       | \$1,077,000                   | 7.34%                          | 14.69%                         |

Note: Includes a 3% rate increase that has been applied at the request of the Hauler as provided within the approved franchise agreement)

Continue funding the Employee Recognition Program to recognize and thank our Employees for their years of service and commitment to the Village (\$2,500)

Purchase and implement a new automated attendance and payroll/timekeeping system – \$76,305

Implement new software to convert to an automated requisition system that will enable staff to more quickly and efficiently encumber funding to support/complete projects, activities and programs

Continue the Village's successful Property Improvement Program (PIP) to provide up to \$5,000 in matching grants for approved property improvements - \$100,000

Continue the process to create a new Community Redevelopment Agency (CRA) along major corridors Village to support our economic (re-)development goal – \$75,000 (**Fund Balance** is requested to support this one-time contracted planning services cost)

Fund the cost for Light Detection and Ranging (LIDAR) mapping of the Village to assist with identifying flood prone areas and, potentially, reduce property insurance costs - \$2,500

The following new projects/developments are expected to be completed and/or started during FY 2018:

Village of Valor – 2nd Avenue – west of the LWDD's E-4 Canal

Marathon Fuel Station and Checkers Restaurant – Corner of 10th Avenue North and Congress Avenue

Cabrera Single-Family Residential Subdivision – Kirk Road

The Oaks Assisted Living Facility – South Congress Avenue

Alzheimer's Assisted Living Facility – Prairie Road

CircusTriX Trampoline Center and retail project – South Congress Avenue

3rd Wawa Fuel Station and Restaurant – Corner of Military Trail and 10th Avenue North

3rd Cumberland Farms Fuel Station – Intersection of Military Trail and Cresthaven Boulevard

New Chase Bank freestanding bank building – Corner of 10th Avenue North and Florida Mango Road

Select a contracted GIS consultant to take on the mapping responsibilities for the Village - \$50,000 (contracting this activity out is expected to provide the Village with an estimated \$40,000 savings in payroll and benefit costs)

Continue improvements to the PZ&B lobby including painting, new waiting chairs, tables (large enough for viewing engineering plans), etc. (a new counter area was completed in FY 2017)

- . New Village Welcome Signage (4 Locations) to continue our branding and promotion efforts - \$60,000 [**Fund Balance** is requested to support a portion (\$30,000) of this large, one-time purchase and installation cost]
- . Funding to support various community/holiday banners throughout the Village to promote the our small town feel - \$7,500
- . Design and construction of the new Foxtail Palm Park (Kirk Road and Park Lane) - \$339,900 (Grant funded)
- . Utilized Community Development Block Grant (CDBG) funding (3<sup>rd</sup> year) to support the cost of the development a new covered outdoor exercise/fitness pavilion with 17 exercise equipment stations at the southwest corner of Cypress Lane and Dolan Road - \$150,000 (Grant Funded)
- . Install two (2) new water fountains with dog watering options along the Village's Pathway Park - \$4,970
- . Continue re-design (utilizing a consultant) of the Village's newsletter to better communicate and promote Village activities, programs, projects and accomplishments to our community - \$3,000
- . Begin a new community outreach program – Walk with the Mayor – that is expected to begin in the summer of 2018 and will be held once a month to provide our community an opportunity to get fit while also spending time with our Mayor to learn about the operations and direction of the Village – \$500
- . Replace two (2) existing 22 year old (65 passenger) buses with new vehicles that maintain air conditioning system and Village branding wrap for various children's camp activities and programs - \$220,000 (Sales Tax Funded)
- . Purchase a new 31 passenger bus to be utilized for various Village events and activities including Council workshops, travel club, sporting activities and staff operations - \$100,000 (Sales Tax Funded)
- . Replacement of existing three (3) metal pavilions – Sago Palm Park - \$75,000 (Sales Tax Funded)
- . Installation of new playground equipment and shade structure – Sago Palm Park - \$90,000 (Sales Tax Funded)
- . Replace fishing dock – Sago Palm Park - \$25,000 (Sales Tax Funded)
- . Install playground shade structure – Royal Palm Park - \$17,500 (Sales Tax Funded)
- . Construct a new fishing dock - Royal Palm Park - \$17,500 (Sales Tax Funded)
- . Replacement of existing fishing dock - Lake Frost Park - \$25,000 (Sales Tax Funded)
- . Installation of new playground shade structure - Lakewood Gardens Park - \$17,500 (Sales Tax Funded)
- . Installation of a new playground shade structure - Village Center - \$35,000 (Sales Tax Funded)
- . Implement numerous improvements to our Library to ensure that it remains a community-gathering place for our community:
  - . Install a new A/C system – \$170,000 (**Fund Balance** is requested to be appropriated to support this large, one-time purchase and installation cost)
  - . Install new vinyl flooring throughout the Library's public areas - \$45,000 (**Fund Balance** is requested to be appropriated to support this large, one-time purchase and installation cost)
  - . Provide sun protection/tinting to the windows to lower electric utility costs - \$10,000
  - . Paint the entire interior of the Library – To be completed by Village staff
  - . Purchase a new sensory island and chairs within the toddler area - \$1,454

- . Purchase and install new, sturdier computer desks a new round study table within the children's area - \$2,800
- . Upgrade the technology and sound systems throughout the Library - \$13,000
- . Install new Fire Alarm System (no sprinklers)

Note: We are planning to close the Library for 1 to 2 weeks during the fall 2017/winter 2018 to complete all proposed renovations. Further, an annual maintenance program would be established that would close the Library for a week each year to ensure that it remains a wonderful and clean facility

- . Design, permit and construct a building expansion (2nd Story) of the Village's Police Department facility to accommodate our growing department - \$2,625,000 (Sales Tax Funded)
- . Continue the vehicle replacement program and purchase related safety tools within the Police Department – twenty-two (22) new vehicles (\$696,250) and thirteen (13) in-car cameras (\$69,000) **Fund Balance** is requested to support a portion (\$225,750) of this large, one-time purchase cost for eight (8) vehicles – Additionally, six (6) vehicles are planned to support new staff hires that are dependent on the Village completing the proposed annexation and implementation of a CRA on Military Trail
- . Purchase and installation of new Police Computer Aided Dispatch (CAD) and records management software to replace the existing fifteen (15) year old system to assist in better managing our resources and increasing productivity - \$450,000 (**Fund Balance** is requested to be utilized to support this initial, one-time purchase and installation cost)
- . Purchase body worn cameras as a pilot program to provide a higher level of safety for our officers and community through increased accountability and transparency - \$20,000
- . Continue the Village's milling and resurfacing program - \$180,000 (\$1,267,630 will have been spent on resurfacing since FY 2015)
- . Engineering and construction costs to build Canal 11 Road - \$475,000 (**Fund Balance** is requested to support large, one-time construction cost - Palm Beach County is expected to reimburse 1/3 of the project cost following construction)
- . Replacement of Village Street Signs to continue with the branding and promotional efforts of the Village - \$120,000 (**Fund Balance** is requested to be appropriated to support this large, one-time purchase and installation cost)
- . Stabilize and strengthen the structural integrity of the Davis Road Bridge (Canal 9 and Gilpin Road) and install pedestrian bridge - \$120,200 (Sales Tax Funded - \$105,200)
- . Install LED street lights throughout the Village's commercial corridors to improve vehicle and pedestrian safety (a resulting cost savings is expected within the Village's monthly FPL and Lake Worth utility bills due to lower electric usage)
- . Complete various stormwater projects (i.e., Alameda/Dolan Road Project and Miller Road Projects), including projects outlined within the detailed master plan study (expected to be completed by the end of summer 2017) to improve community drainage - \$402,870 (Revenues and expenditures are being tracked within a separate enterprise fund)
- . Install sidewalk to provide needed safety for homeowners and pedestrians on Reo Lane (west side of roadway) and Lakewood Road - \$320,420 (Sales Tax Funded)

- . Intersection improvements (i.e., raised paver bricks) to promote reduced motorist speeds and improve neighborhood aesthetics within various heavily traveled corridors (i.e., Davis Road/Greenbrier Drive, Davis Road/Lakewood Road, Gulfstream Road/Park Lane, Davis Road/Alemeda Drive-Dolan Road) - \$384,000
- . Implement numerous improvements within our Public Service - Utility Billing Office to promote an increased customer service experience:
  - . Purchase additional radios to communicate with field staff (completed in FY 2017)
  - . Promote the use of electronic billing and bill pay options to save printing, postage and payment/collection costs – develop marketing campaign and financial incentive program
  - . Improvements to the Drive Thru Window and renovations to the Lobby area - \$50,000
  - . Implement a phone tree system to enable utility customers to leave message and enter a queue to receive a return call in the order that they were submitted
  - . Purchase and utilize phone headsets to promote a better work experience
  - . Implementation of the new utility billing software
- . Replacement of our 12 year old MIEX Control Systems (software) and construction upgrade to the Village's 12 year old MIEX Regeneration System [Three (3) year construction process - \$4 million over (3) years] at both water treatment plants - \$1,230,000
- . Installation of a System Control and Data Acquisition (SCADA) system to control and ensure the operational safety of our two (2) water treatment plants - \$325,000 [Three (3) year installation process – \$975,000 over three (3) years]
- . Continue the five (5) year implementation process (2nd Year) of adding a SCADA system to Village wastewater lift stations - \$300,000 [Five (5) year installation process - \$1.5 million over five (5) years]
- . Replacement the 32 year old spiractors, which are utilized as part of the water treatment process, at the R.L. Pratt Water Treatment Plant - \$500,000 (Carryover Project)
- . Construct an 12" force main interconnect with PBC wastewater system, at Purdy Lane and the LWDD's Canal 9, to ensure safe and continuous sewer collection - - \$661,000 (Carryover Project)
- . Continue the Villages' Annual Lift Station Rehabilitation program to ensure proper operation and safety of wastewater collection and treatment process - \$750,000 (Carryover Project)
- . Replacement of all water meters with Advanced Metering Infrastructure (AMI) metering system that enables meters to be read from the Utility Billing Office and enable customers to monitor their real-time water consumption - alerts may be sent to customers with unusually high usage (i.e., indication of a leak) - \$500,000 [Five (5) year installation process - \$2.5 million over five (5) years]
- . Begin process to install two (2) new raw water wells to assist with future water production needs (i.e., identify possible sites – purchase property, determination of possible water availability, design and permitting, construction, etc.) - \$300,000

- . Replacement of 17 year old Vac-Con Truck used to clean utility lines - \$400,000
- . Purchase of two (2) electronic message boards to better communicate with the public regarding various projects and activities - \$40,000

Capital:

I have recommended Capital Improvement expenditures of more than \$4,969,009, which represents 22.19% of the total General Fund Budget. This proposed funding is an increase of more than \$343,056 from FY 2017 and \$699,473 from FY 2016. I firmly believe that we must continue to fund our vehicles, equipment and infrastructure to ensure that our staff has the appropriate (and safe) tools to provide the highest levels of service, programs, activities and projects that our community expects and deserves.

Additionally, within the Public Service Water and Sewer Enterprise Fund, we are proposing to fund \$5,870,000 for the renewal and replacement (R&R) of equipment and infrastructure. This is a change in our budgeting process, as we are documenting these projects to be completed with recommended funding. Previously, these projects were funded utilizing cash and capital contributions (i.e., impact fees) that were paid as customers hooked up to the Village's water and wastewater systems. However, the projects were not provided within the budget process and available for review; they were presented at a later date for approval as funding was determined to be available.

Further, this year, proposed FY 2018 projects to be funded utilizing the recently approved Infrastructure Surtax (One Cent Sales Tax) are included within our Annual Capital Improvement Plan (CIP) for approval by the Village Council (See projects that are italicized and bolded in CIP). These projects, following Council approval, will then be presented to the Infrastructure Surtax Citizen Oversight Committee, as required, to ensure that all expenditures are completed in accordance with County Ordinance 2016-032 and State Statute Sections 212.055(2), 163.3164, 163.3221 & 189.01.

This funding is available to the Village as a result of 56.63% of the voters of Palm Beach County approving a one-cent infrastructure surtax for capital improvement projects and equipment that were not funded due to the recent economic recession and dramatic decreases in assessed property values over the past decade. The chart below outlines the expected distribution to the Village over a 10-year period to complete various capital improvement projects:

| 1 Year<br>Distribution | 10 Year<br>Distribution | 10 Year<br>Distribution (PBC<br>Projected 3%<br>Revenue Increase) |
|------------------------|-------------------------|-------------------------------------------------------------------|
| \$1,256,754            | \$12,567,545            | \$14,839,500                                                      |

Note: Based on 2015 State of Florida Sales Tax Distribution Formula. Additionally, the approved surtax includes a sunset provision that would stop collection of the sales tax once \$2.7 billion of total revenue is received. Voter approval for this new sales tax increase was approved in November 2016.

In March 2017, the Village began to receive monthly sales tax revenue distributions that are expected to total approximately \$1,153,686 throughout the remainder of FY 2017. As a result, staff developed a list of projects that were approved by the Village Council (May 11, 2017) and presented and approved by our new Infrastructure Surtax Citizen Oversight Committee (June 20, 2017). Each of the projects was confirmed (by the Committee) to ensure that they meet the requirements of the PBC Sales Tax Ordinance as well as state law.

Note: Going forward (and beginning with the FY 2018 budget), proposed sales tax funded projects will be included and identified as a sales tax project within our Annual Capital Improvement Plan (CIP), which will be included and approved during our budget process.

#### Staffing:

The following changes are being requested to the Village's organizational structure:

- . Funding to support the Village's first formal internship program is requested within the FY 2018 budget. This program would provide the Village with an opportunity to bring in individuals that maintain significant potential and knowledge that would assist in taking the Village to the next level and ensure that we continue to meet the needs of our community. Further, development of an internship program would enable our departments to train talented students and/or new individuals (without government experience) in Village practices and operations with the potential opportunity of hiring them for full-time positions. Thus, providing the Village with a training program to develop the next generation of leaders within our organization.
- . The Public Service Department – Roads and Streets Division is recommended to be changed to the Public Works Division and the Land Development Department is recommended to be changed to the Village's Planning, Zoning and Building (PZ&B) Department. These changes will better represent the responsibilities that our staff within these areas of

our organization provides to our community.

- . Addition of one (1) new Community Service Aid (CSA) full-time, civilian position to the Police department to assist with the numerous traffic issues that have previously been handled by a sworn, road-patrol officer. This would not only assist with department productivity, but, would also ensure that our police officers are utilized in a more effective manner to promote increased safety within the Village.
  - . Increase the hourly rate for the Library's part-time Circulation Clerk positions to encourage retention and as they gain experience, possibly fill open, full-time positions with these trained individuals.
  - . Reclassify the existing full-time Inspector/Plans Reviewer position to the title of Building Official to better represent the work that is being completed by the individual within this position. Currently, this position is responsible for direct regulatory administration of the Village's plan review process, provides building inspections and interprets/enforces the Florida Building Code as provided by state law.
  - . Conversion of two (2) permanent part-time Inspector/Plans Reviewer positions into a single, full-time Inspector/Plans Reviewer (completed mid-year FY 2017) to reduce the significant building inspection contract vendor costs that the Village has been experiencing due to the growth within the Village. Additionally, this position would enable the Village to train a single discipline/license individual under an apprenticeship program to be multi-licensed, which would ultimately provide increased customer service levels above those that we have experienced with a contracted vendor.
- Note: If this position cannot be filled as a single position, it is requested that staff make the determination during FY 2018 to go back to two (2) part-time positions.
- . Eliminate the GIS Technician position from the budget to experience an estimated salary and benefits savings of \$44,000. The GIS workload would be contracted out and the general mapping services would be taken on by existing staff within the Planning, Zoning & Building Department.
  - . Addition of one (1) new full-time Land Development Technician within the Planning, Zoning & Building Department that will only be filled if needed. This position would help with the increased permit activity as well as the Village's desire to be business-friendly/customer service oriented and assist in the planning and building functions within the Village (i.e., intake, review/comment distribution process, permit issuance, tracking of inspections, issuance of certifications, etc.). Funding to support this position is expected to be largely recovered from increased building permit fees collected by the Village.



- . Additional new on-call Plan Reviewer, who would work on a limited basis to assist in our plans review and inspection process to help lower our costs paid to our contracted inspection firm. This position would not require benefits.
- . Convert a previously existing full-time Utility Field Service I position into a new full-time Electrician II (completed mid-year FY 2017). This position is expected to assist with the significant electrical work throughout the Village. Further, this position is expected to assist in reducing the significant costs that are being utilized to bring in an outside electrical contractor in to resolve electrical issues.
- . Provide employee educational training within the Public Service Department to serve as the Village's horticulturalist to assist with landscaping throughout the Village - \$2,000 [Two (2) year installation process - \$4,000 over two (2) years]

An operational and organizational structure change is being proposed within the Parks & Recreation Department to ensure increased productivity through better distribution of workload responsibilities as well as to provide leadership opportunities. Currently, the department maintains five (5) full-time employees [i.e., Director, three (3) Program Supervisors and an Administrative Assistant], two (2) part-time Facility Supervisor employees, twelve (12) on-call camp Counselors, two (2) on-call camp Bus Drivers, one (1) on-call Counselor/Bus Driver and five (5) on-call Concession Workers.

The proposed restructuring would not change the number of full-time employees (nor would there be a budgetary impact), but would require significant cross-training of all areas of the department to utilize the knowledge and skills of the existing staff. Further, this will provide a succession planning and leadership opportunity to encourage our staff to achieve their ambitions and goals while enabling them to take on decision-making opportunities in the field that will result in better accountability and increased productivity throughout the department.

Additionally, staff will be encouraged to identify contracting opportunities to offer and manage Travel Club trips rather than the existing practice of utilizing a full-time staff member. This will enable our full-time staff to address the needs of our community on a more regular basis, which is expected to result in a higher level of customer service.

The Village's camp programs are expected to be re-focused to ensure parents and campers are provided with a safe, healthy and fun camp program (primary goals) that are focused on cultural/educational learning, sports and/or programmed activities and at least one major/destination trip per week of camp. To ensure that this change is achieved within our camp program, counselor staffing is recommended to increase to incorporate at least two (2) on-call counselors that are experienced in cultural learning (i.e., art, music, reading, math, science, etc.) and will ensure that all campers receive at least two hours of cultural learning per day. The Village will aggressively pursue high energy counselors that are interactive and focused on the primary

goals of our camp (an increase in the hourly rate is requested for all counselor positions). Further, the proposed hours that a counselor is expected to work will be changed to provide for full coverage (1 counselor to every 10 to 11 campers) during camp hours. A separate fee will be requested at a later date for before-camp hours as well as after-camp care.

Additionally, in anticipation of the planned annexations within the western boundaries of the Village's future annexation area (which will be requested to be expanded), the following proposed positions will not begin to be filled until the voluntary and involuntary annexations are expected to be completed and the implementation of the proposed Community Redevelopment Agency (CRA) occurs:

- . Addition of one (1) new Lieutenant position to serve as the evening shift watch commander, which will relieve the single, road patrol Lieutenant from being responsible for all activities throughout the day and evening. Further, this position would enable the department (and the Village) to promote succession planning and ensure that when there is an opening and/or an opportunity to "step up", we will have trained, professional staff ready to lead.
- . Addition of four (4) new Police Officer positions; one position will be added to each of the four road patrol teams.
- . Addition of one (1) new Emergency Communications Officer Supervisor to oversee the activities of the Village's communications center and staff, while also serve as a working dispatcher. This position will relieve the Sergeant on road patrol duty from the responsibility of managing the communications center and staff, and will enable the Sergeant to be more focused and effective on the road. This position will also provide a succession and leadership opportunity within the department.
- . Addition of one (1) new Code Enforcement Officer to assist with the significant code issues that are evident within the proposed annexation area.
- . Addition of six (6) new School Crossing Guards to provide safe crossing of intersections during school drop-off and pick-up at Military Trail and Purdy Lane and Military Trail and Forest Hill Boulevard.

Note: The PD Chief has ensured that the department will solicit available grant opportunities (i.e., COP Hiring Grant, etc.) to assist the Village with the initial funding of these necessary positions if the Village is able to complete the annexation of properties west of our current boundary and if the proposed CRA is approved by Palm Beach County.

There are two (2) positions that will remain unfunded in the General Fund for Fiscal Year 2018:

1. Deputy Building Official (Planning, Zoning & Building)
2. Multi-Licensed Plans Reviewer (Planning, Zoning & Building)

Note: These functions are currently outsourced, but as warranted, funding consideration for each position will be reviewed as needed.

#### Training and Education:

Training and education is an area that we have continued as priority within the proposed budget and I am recommending that we increase our total training and education by \$192,596 as an investment in our greatest resource/asset – our employees. Some of the major areas addressed included: specialized/professional knowledge, ethics, supervisory and management, employee safety, software, cyber security (IT), customer service, communications and health & wellness.

#### Salaries:

Our employees are our most valuable asset we have and they continue to serve as ambassadors for the Village. We are continuing to work to ensure that the Village promotes innovative practices, tools and resources, training and other programs that result in a positive work environment at all levels of the organization. As a result, I am recommending a 2% MERIT increase for all employees (based on a pre-determined evaluation score).

Please Note: At this time the Village is engaged in negotiating contract re-openers with both the Police Benevolent Association (PBA) and the Service Employees International Union (SEIU). The Village has made an initial proposal of a 2% MERIT increase (based on a determined evaluation score) for FY 2018 and it is being considered by the unions. At this time the proposed budget includes funding to support a pay increase only as a MERIT increase for all employees that are eligible and are not topped out within their pay grade.

Further, I am requesting consideration of possibly expanding the Village's pay grades, which would be dependent on union negotiations, to provide additional salary earning potential for our topped out staff. This expansion of our pay grades would assist with retention of our long-term members of our organization.

As a result, I am requesting the ability to continue negotiating with the unions on the discussed re-opener issues to provide for an across the board increase as well as an increase in the maximum pay range for all pay grades that would enable those that are topped out to continue receiving MERIT pay increases.

### Annual Sanitation Collection Costs:

The proposed fees for sanitation collection services are proposed to remain constant for a 3<sup>rd</sup> year in a row despite the contractor's request to increase the cost to the Village in accordance with the approved contract – minimum of 3% or CPI (whichever is more) per year. This year the hauler has increased the cost to the Village by 3%; thus, the administrative margin that will be received by the Village to offset staff costs has been reduced. The proposed garbage, trash and recyclables collection services costs for single family, multi-family and mobile home properties for Fiscal Year 2018 are as follows:

|                     |          |
|---------------------|----------|
| Single Family Homes | \$151.20 |
| Multi-Family Homes  | \$ 94.50 |
| Mobile Homes        | \$ 94.50 |

Note: Residential garbage rates were increased two years ago (2015) for the 1st time in seven (7) years in an effort to assist with the reduced administrative margin to offset staff costs. Due to a continued decreasing margin (as a result of the Village's hauler increasing annual costs at the 3% rate), a rate increase may be needed to be proposed within next year's budget (FY 2019).

### Drainage & Stormwater Fee:

The proposed Budget includes the stormwater management fee that began last year to assist in mitigating problems caused by excess stormwater runoff (i.e., flooding) within the Village. The proposed fee would provide a funding mechanism for the construction and maintenance of needed stormwater management facilities. All fees collected would be used for stormwater management expenditures within the Village. The proposed fees, as recommended within the Engineer's Stormwater Study for Justification of Interim Fees," that will be collected as an annual non ad-valorem assessment to support our stormwater issues within the Village are as follows:

|                                          | Monthly Rate | Annual Rate |
|------------------------------------------|--------------|-------------|
| Single Family Residential & Condominiums | \$3          | \$36        |
| Multifamily                              | \$3          | \$36        |
| Commercial (Less than 1 acre)            | \$5          | \$60        |
| Commercial (1 to 5 acres)                | \$10         | \$120       |
| Commercial (More than 5 acres)           | \$15         | \$180       |

The proposed annual non ad-valorem assessment for stormwater management services began on October 1, 2016 and is expected to continue each year until amended. The stormwater management assessments will be included on the 2017 property tax bills issued to property owners in November (similar to the Village's charges for solid waste collection costs) and will be collected by the Palm Beach County Tax Collector (payable at the same time as all other annual property taxes and assessments). The assessment will be determined based on the total number of units per parcel or total parcel acreage [PBC Property Appraiser Property Control Number (PCN)]. The projected total annual assessment for FY 2018 is expected to be \$399,720 (96% of total assessment - \$383,731 - will be included within the FY 2018 revenue budget).

#### Economic (Re-)Development:

Finally, I am proposing to continue funding (\$100,000) the Village's successful Property Improvement Program (PIP) re-development matching grants that will assist with the redevelopment of residential and commercial areas within our community. This matching grant provides eligible applicants with funding of up to \$5,000 to make building related improvements that would improve neighborhood aesthetics and/or business opportunities, reduce code enforcement and policing issues, increase taxable values and contribute to Village pride and "buy-in".

#### Conclusion:

The proposed Fiscal Year 2018 budget represents a continued commitment to providing a clean and safe community in a fiscally responsible manner. The budget, as presented, represents the fundamental operating tool used to guide Village operations throughout the upcoming year.

As can be expected, this year's budget had its challenges. However, due to realistic budget requests from our departments (in an effort to meet the Village's desire to deliver the highest levels of services available) and continued implementation of the Village's Capital Improvement Plan (CIP), we were able to provide you with a balanced budget that will assist in meeting our goals and ensure that the Village remains a great place to live, work and play.

Further, I want to thank each of the Departments for critically looking at their budget proposals and evaluating each line within their operating and capital budgets. As a result of their commitment and efforts, we are able to present the Village Council with a balanced budget (with the use of reserve funding for only one-time large capital needs and one-time planning consulting services). This ongoing change in (budgeting) culture will continue to enable the departments to operate throughout the year with planned funding while presenting the public with an accurate picture of the funding needed to support the operations of the Village.

I want to personally thank Rebecca Morse, Finance Director, and her staff for the overall coordination and preparation of this FY2018 Budget.

I would like to personally thank all of the Village's staff, including Brent Morgan, Janette Piedra and Ashley Saingilus for their continued assistance and support this past year. Our staff, throughout the Village, continues to provide the highest levels of service while always considering ways to reduce our costs. We have extremely dedicated and cost conscience staff, which has contributed to the overall success of our organization.

Additionally, I would like to thank each of the Department Directors for all of their hard work this year. I value their professionalism, experience and dedication that they offer to the Village. Our neighboring communities look upon the Village favorably and our leadership is a major reason.

Further, I would like to acknowledge each member of the Council for your continuous professionalism, respect for the Village as a whole, collective guidance/decision-making and support for staff. Your efforts have served as the foundation for the success of the organization and have contributed to the Village being "A Great Place to Call Home". Thank you for the opportunity to serve as the Village Manager for the Village of Palm Springs. I am truly honored to serve in this capacity. Thank you for the opportunity to serve as the Village Manager for the Village of Palm Springs. I am truly honored to serve in this capacity.

#### Council Comments:

Discussion ensued regarding the penny surtax. Village Manager Reade discussed some of the projects that would benefit from the penny surtax. The Council addressed the increase in education/training costs. The increase is for the development and maintaining of education for Village employees. Mayor Smith asked about Community Redevelopment Agency (CRA) expenses listed under the Village Council. Village Manager Reade discussed the CRA initiative that would take place in the future. An automated payroll system to increase efficiency in the future is being introduced. Council Members recommended that meetings with the Village Attorney be consolidated to keep costs down. Mrs. Glas-Castro commended her staff for their hard work. She then discussed changes within her department.

The design of the Police Department was discussed. Council Member Brinkman asked that the spatial needs analysis for the Police Department be reviewed. Police Chief Ceccarelli discussed the purchase of new police vehicles and the obstacles faced by the department with staffing and resources. He also talked about body cameras and legislation recently passed.

Village Manager Reade stated that the Village Library is going to be renovated. Going forward, staff would like to close the Library for two (2) weeks to do a thorough cleaning on the building.

Mayor Smith asked if options can be explored with Parks and Recreation due to low registration turnout for camps. Village Manager Reade discussed the success of Special Events in the Village.

The Council talked about the Congress Avenue Complete Streets Policy and the Green Street Corridor Plan. The Village Manager advised that there is an upcoming meeting with the Florida Department of Transportation (FDOT) to discuss this further.

Vice Mayor Waller thanked staff and the Village Manager for the thoroughness of the budget and how it was put out.

## **ADJOURNMENT**

Hearing no further business, Mayor Smith adjourned the meeting at 6:42 p.m.

ATTEST:

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Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Budget Meeting held on **August 10, 2017**, which Minutes were formally approved and adopted by the Village Council on **September 14, 2017**.

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Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:**  
**JULY 27, 2017 BUDGET WORKSHOP AT 5:30 P.M.**  
**REGULAR COUNCIL MEETING AT 7:00 P.M.**

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 days prior to the meeting in order to request such assistance.





**VILLAGE COUNCIL MEETING  
MINUTES, COUNCIL CHAMBERS  
226 CYPRESS LANE  
VILLAGE OF PALM SPRINGS, FLORIDA  
AUGUST 10, 2017 AT 7:00 P.M.**

Mayor Smith called the regular meeting of the Village Council to order at 7:00 p.m.

**Present:** Mayor Bev Smith, Vice Mayor Patti Waller, Council Member Dawn Marie Cox, Village Manager Richard Reade, Village Attorney Glen Torcivia, Village Clerk Kimberly M. Wynn.

**Absent:** Mayor Pro Tem Liz Shields

**Staff present:** Police Chief Tom Ceccarelli, as Sergeant at Arms, Finance Director, Rebecca L. Morse, Assistant to the Village Manager, Brent Morgan, Parks and Recreation Director, Bill Golson, Land Development Director, Kim Glas-Castro, Public Service Director, David Harden.

The Invocation was given by Village Manager Richard Reade, followed by the Pledge of Allegiance led by Council Member Joni Brinkman.

**ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA**

Mayor Smith asked if there were any additions, deletions or modifications to the agenda. Village Manager Reade stated there is revised information for Item #12 – Temporary Use Permit - Sales Trailer - Preston Square (formerly Tonset) – 2406 South Congress Avenue.

Vice Mayor Waller made a motion to approve the Agenda as amended, seconded by Council Member Cox. Motion carried 4-0.

**CONSENT AGENDA:** (Public Comment on Consent Agenda Items is permissible prior to voting)

Mayor Smith opened the meeting up for public comment. No public comment.

Vice Mayor Waller made a motion to approve the Consent Agenda as presented, seconded by Council Member Brinkman. Motion carried 4-0.

2. Approval of Insurance Renewal - Property, Casualty, Liability, Special Coverage and Workers Compensation - Florida League of Cities (FMIT)  
Staff: Richard Reade, Village Manager

3. Approve Proposal for Roadway Asphalt Milling & Resurfacing - FY 2017 Repaving - Piggyback - Public Service Department (FY 2017 Budget Funded)  
Staff: David Harden, Public Service Director
4. Approve Change Order #1 - Agreement for Utility Storage Building Construction - One Call Property Services, Inc.  
Staff: David Harden, Public Service Director
5. Approve Contract Award - Furnishing Four (4) Dust Collectors - Main Water Treatment Plan & Pratt Water Treatment Plan (FY 2017 Budget Funded)  
Staff: David Harden, Public Service Director
6. Approve Contract Award - SCADA System Improvements - 11 Lift Stations & Monitoring System (RFP # 2017R-004) - Public Service Department  
Staff: David Harden, Public Service Director

## **PRESENTATIONS:**

### **PUBLIC COMMENT** (Three minute limit)

Mayor Smith asked if any member of the public would like to speak on any item(s) that are or are not on the agenda.

**Mr. Gary Ready, 3118 Meadow Road** – Questioned the status of the Community Redevelopment Agency (CRA) in the Village.

## **PUBLIC HEARINGS**

### **7. This Item was continued to the September 14, 2017 Regular Council Agenda**

Ordinance No. 2017- 11 - (FIRST READING) Village Code Amendments - Chapter 34 - Sign Regulations

### **8. Resolution No. 2017-21 - Preliminary Plat - Wawa - 4468 10th Avenue North**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE PRELIMINARY PLAT LOCATED AT THE SOUTHEAST CORNER OF MILITARY TRAIL AND 10TH AVENUE NORTH (4468 10TH AVENUE), SUBMITTED BY JEFFREY KOHLER, AGENT FOR THE CONTRACT PURCHASER, BW 10TH MILITARY, LLC (WAWA), TO BE IMPROVED WITH A WAWA GAS STATION WITH A CONVENIENCE STORE AND RESTAURANT; AND PROVIDING AN EFFECTIVE DATE.

Village Manager Reade stated that Jeffrey Kohler, agent for the contract purchaser, BW 10<sup>th</sup> Military, LLC ("Applicant"), has filed the preliminary plat to construct a new

WAWA gas station at 4468 10<sup>th</sup> Avenue North (southeast corner of 10<sup>th</sup> Avenue North and Military Trail). The proposed development will include a 6,119 square foot convenience store with restaurant and gas station with six (6) fueling pumps. The proposed plat will unify four (4) parcels into a single platted lot and is consistent with the site plan approved by the Board of County Commissioners prior to annexation (Resolution R-2016-1075 - August 29, 2016) and the Village administrative amendment approved December 27, 2016.

The Village's Surveyor, Engenuity Group, has reviewed the proposed plat and has determined that it is in compliance with Chapter 177, F.S. - Platting Regulations.

The Land Development Board considered the preliminary plat at their July 11<sup>th</sup> meeting and recommended approval. The recording of the final plat is required prior to issuance of the Certificate of Occupancy.

Village Attorney Glen Torcivia read the Resolution by title. Mayor Smith stated this was a public hearing and asked for questions or comments. Vice Mayor Waller made a motion to approve Resolution No. 2017-21, seconded by Council Member Cox. Motion carried 4-0.

9. Resolution No. 2017-37 - Sign Variance (PSV17-19) - TD Bank - 2735 10<sup>th</sup> Avenue North (Quasi-Judicial Hearing)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION SUBMITTED BY SCOTT BACKMAN, AGENT FOR THE APPLICANT, TD BANK, LOCATED AT 2735 10<sup>TH</sup> AVENUE NORTH; AND PROVIDING AN EFFECTIVE DATE.

There were no ex parte communications disclosed.

The Village Clerk swore in the individuals.

Village Manager Reade stated that Mr. Scott Backman, agent for applicant, TD Bank, located at 2735 10<sup>th</sup> Avenue North, is requesting a sign variance (PSV 17-19) to allow a wall sign on the bank's north building façade which faces the internal access drive into the Wal-Mart shopping center and does not front a public street right-of-way.

The subject property had been previously approved for sign variances (Resolution No. 2013-02 - February 2013), including a 29.37 square foot wall sign on the west façade of the building. The applicant is proposing to eliminate this specific wall sign approval and is requesting a sign be permitted on the north façade in order to provide sufficient visibility for customers traveling to the bank from the Wal-Mart shopping center.

As a result, the applicant is seeking the following variance:

(PSV17-19) - Request to permit a 27.45 square feet of wall sign face area on the north side of the building [Provides relief from Section 34-328(a) of Village Code that only permits wall signs on the building face fronting a public street right-of-way - This property was previously approved for sign variances (PSV13-02) that included a 29.37 square foot wall sign on the west side of the building - the current request reduces the total amount of wall signage by 1.92 square feet of sign face area to 56.87 square feet, which is still less than the 93.84 square feet of wall sign allowance for the building].

The proposed sign variance was not considered by the Land Development Board as Village Code (Sec. 34-329 - Variances) provides that sign variances are approved by the Village Council.

Ms. Christina Bilenki, an Associate with Dunay, Miskel, Backman and Blattner, LLP, representing the agent for the applicant, TD Bank, gave a presentation of the project which was recorded and may be heard in the Village Clerk's office.

Mayor Smith stated that this was a public hearing and asked if Council had any comments and/or questions. Hearing none, a motion to adopt Resolution No. 2017-37 was made by Vice Mayor Brinkman and seconded by Council Member Waller. A roll call vote was in favor of adoption of 4-0.

10. Resolution No. 2017-26 - Site Plan (SPR17-05) and Special Exception Use (PSSE17-04) and Sign Variances (PSV17-17 and PSV17-18) - Chase Bank - 2601 10<sup>th</sup> Avenue North (Quasi-Judicial Hearing)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, CONSIDERING A SITE PLAN (SPR17-05) SUBMITTED BY MARK RICKARDS, AGENT FOR JPMORGAN CHASE, LLC ("APPLICANT") AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE17-04) FOR A FREESTANDING BANK WITH TWO (2) DRIVE-UP AUTOMATIC TELLER MACHINES (ATM) AT 2601 10<sup>TH</sup> AVENUE NORTH (CHASE BANK) AND ALSO REQUESTING TWO SIGN VARIANCES PSV17-17 AND PSV17-18; AND PROVIDING AN EFFECTIVE DATE.

There were no ex parte communications disclosed.

The Village Clerk swore in the individuals.

Village Manager Reade stated that Mr. Mark Rickards, agent for JPMorgan Chase, is requesting site plan (SPR17-05) and special exception (PSSE17-02) approval for a new freestanding bank building with two (2) drive-up automatic teller machines (ATM's), located at 2601 10<sup>th</sup> Avenue North (northwest corner of Florida Mango Road and 10<sup>th</sup> Avenue North). The proposed site plan provides for the construction

of a 4,081 square foot bank with two (2) drive-up ATM lanes within the area that currently maintains a detached 7-lane drive-up teller facility.

It should be noted that Palm Beach County has requested the property owner to provide free and clear dedication of additional right-of-way to accommodate the County's ultimate desirable intersection at 10<sup>th</sup> Avenue North and Florida Mango Road:

- 7 foot wide strip along the property's Florida Mango Road frontage
- 1/2 foot wide strip along the property's 10<sup>th</sup> Avenue North frontage
- 40 foot radius corner clip at the Florida Mango Road and 10<sup>th</sup> Avenue North intersection.

The Applicant has refused to dedicate the proposed property to PBC without compensation and the County is looking to the Village to require the property to be dedicated to the County within the site plan approval process. As a result, the Village Attorney and staff have requested PBC to provide documentation that would require the Village, on the County's behalf, to require the applicant to dedicate the property for this proposed County road improvement. At this time, the County has not provided documentation enabling the Village to represent the County's interest and/or need for this property. Thus, the Village is requesting the Applicant to voluntarily commit to the right-of-way dedication requested by Palm Beach County.

It should be noted that the Land Development Board, during their meeting on July 11, 2017, approved three (3) variances associated with the proposed bank building:

1. (PSV17-14) - Request to allow 100% overlap of a utility easement within the eastern perimeter landscape buffer (a 5' deviation) [Provides relief from Section 34-162(f) that permits landscape buffers to overlap utility easements a maximum of five feet].
2. (PSV17-15) - Request to allow the required foundation planting along the east side of the building to be shifted to the southwest corner of the building [Provides relief from Section 34-164(a) of Village Code that requires foundation plantings/landscaping].
3. (PSV17-16) Request to eliminate the 5' wide landscape screening on the east side of the trash dumpster enclosure [Provides relief from Section 34-162(a) of Village Code that requires landscape screening around a trash dumpster enclosure].

In addition to previously approved variances, the applicant is seeking two (2) sign variances:

1. (PSV17-17) - Request to allow three (3) free standing signs along 10<sup>th</sup> Avenue North (1. New monument sign for Chase, 2. New freestanding tenant sign for the

office space and 3. Maintain the existing pylon sign that will be refaced to support a future office tenant) [Provides relief from Section 34-327(b) of Village Code that limits freestanding signs to one per street frontage - the current request adds an additional two (2) signs to the 10<sup>th</sup> Avenue North frontage].

2. (PSV17-18) - Request to allow building wall signage on the North and West building facades, which do not face a public street right-of-way [Provides relief from Section 34-328(a)(1) of Village Code that limits wall signs to be located on street-facing facades].

The Land Development Board, during their meeting on July 11, 2017, considered the proposed site plan amendment and special exception use (drive-thru lanes) and recommended conditional approval

The proposed sign variances were not considered by the Land Development Board as Village Code (Sec.34-329 - Variances) provides that sign variances are approved by the Village Council.

Based on the surrounding characteristics, staff recommends conditional approval of the site plan amendment, special exception use (drive-thru lanes) and sign variances.

There was discussion on this item, which was recorded and may be heard in the Village Clerk's office.

Hearing no further comments by Council, Village Attorney Glen Torcivia read the Resolution by title. Mayor Smith asked for a motion for approval. Vice Mayor Waller made a motion to approve Resolution No. 2017-26 with Council's recommended changes, and seconded by Vice Mayor Waller. Motion carried 4-0.

#### 11. Temporary Use Permit – Off - Site Parking - Oxygen Development - 1525 South Congress Avenue

Council Member Brinkman stated that she would recuse herself from voting on this item because her company was an agent for this project.

Village Manager Reade stated that Mr. Marty Minor, agent for Oxygen Development, is requesting a temporary use permit to allow employee parking on the adjacent 2.05 acre vacant, grass lots to the north of the manufacturing facility, located at 1525 South Congress Avenue. The proposed off-site parking area will provide overflow employee year-round parking on a daily basis during daylight hours.

The proposed Temporary Use Permit would be for a 2-year period and would permit up to eighty-two (82) cars to park within the proposed temporary overflow parking area, which is owned by the applicant and designated with a Commercial land use and Commercial General (CG) Zoning designation. If approved, the area would be

improved with a code-compliant asphalt parking lot with drainage, curbing, interior landscape islands and a perimeter landscape buffer that will be planted with sabal palms, buttonwood, crape myrtles and live oaks

Note: Section 34-895 - Village Code - Temporary land uses in zoning districts.- provides that the Village Council may grant approval for temporary, principal uses of land that are not specifically allowed by the zoning district, such as off-site parking. A temporary use permit may not exceed two (2) years and is not renewable.

Access to the overflow parking area will be provided through a driveway on the Oxygen property and an emergency access (gated with a lock box) will be provided from Melaleuca Drive. Further, the applicant proposes that the temporary parking area will only be used during daytime hours and will not be used after 6:00 p.m. Additionally, the Police Department recommends that lighting be installed as part of the parking lot improvements for safety purposes.

During this temporary period, the applicant intends on submitting a site plan to construct a new office building on the southern portion of the property with the overflow parking meeting the permanent parking needs of this building.

A parking issue has developed as a result of the success of the Oxygen Development manufacturing facility during its peak season. As a result, staff recommends approval of the proposed two (2) year Temporary Use Permit.

Discussion on this item ensued. The recording may be heard in the Village Clerk's office.

Mayor Smith asked for public and Council comments.

**Mr. Gary Ready, 3118 Meadow Road** – Questioned will people enter through the Melaleuca Lane; he also questioned the security measures that would be used.

Hearing no further comments by the public or Council, Mayor Smith asked for a motion for approval. Council Member Cox made a motion to approve the Temporary Use Permit, and seconded by Vice Mayor Waller. Motion carried 3-0.

12. Temporary Use Permit - Sales Trailer - Preston Square (formerly Tonset) – 2406 South Congress Avenue

Council Member Brinkman stated that she would recuse herself from voting on this item because her company was an agent for this project.

Village Manager Reade stated Mr. Bill DuMond, agent for Pulte Home Company, is requesting a temporary use permit to allow a temporary sales center and parking lot to be installed/constructed on the 18.92-acre that is currently being developed as the

Preston Square residential town-home project, located at 2406 South Congress Avenue. In an effort to begin the sales process, the applicant is requesting that a 2,100 square foot trailer be utilized as a sales center for the 164 fee-simple townhouse units that are currently under construction. The proposed location for the sales center is Lots 127-132 (Building 28) on the previously approved site plan (Resolution No. 2016-75 - November 10, 2016) and final plat (Resolution No. 2017-22 - May 11, 2017)

If approved, the trailer will be required to connect to utilities, provide a temporary asphalt parking lot consisting of ten (10) spaces as well as perimeter landscaping and lighting.

Note: Section 34-895 - Village Code - Temporary land uses in zoning districts - provides that the Village Council may grant approval for temporary, principal uses of land that are not specifically allowed by the zoning district, such as off-site parking. A temporary use permit may not exceed two (2) years and is not renewable.

The new Preston Square residential development is currently being constructed. As a result, staff recommends approval of the proposed two (2) year Temporary Use permit to support a temporary sales office until a model unit is built to serve as Pulte's sales office.

Discussion on this item was recorded, and may be heard in the Village Clerk's office.

Mayor Smith stated this was a public hearing and asked for questions or comments from Council and then from the public. Hearing none a motion to approve on first reading was made by Vice Mayor Waller and seconded by Council Member Cox. Motion carried 3 – 0.

## **VILLAGE MANAGER COMMENTS**

Village Manager Reade thanked Staff for their hard work in preparation of the budget. He provided an update to the Council Members that the Library would be closed Labor Day weekend to be tented. He discussed the status of medical marijuana and the legislation. Village Manager Reade asked David Harden to talk about how the Village saved money on a recent bid award.

## **VILLAGE COUNCIL COMMENTS**

Council commented on the upcoming conference where Home Rule would be discussed. They addressed the opioid epidemic in the community and how this is being handled in addition to medical marijuana and dispensaries.

Council talked about an ethics training being held at Palm Beach State on October 18<sup>th</sup> from 9 a.m. – 12 p.m. Further discussion ensued regarding library renovation and buses



for Parks and Recreation. The Mayor and Council wished everyone a safe Labor Day.

## **ADJOURNMENT**

Hearing no further business, Mayor Smith adjourned the meeting at 7:53 p.m.

ATTEST:

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Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **August 10, 2017**, which Minutes were formally approved and adopted by the Village Council on **September 14, 2017**.

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Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:  
SEPTEMBER 14, 2017  
REGULAR COUNCIL MEETING AT 7:00 PM**

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

|                                                   |                      |                                                                                                                                                                                                               |  |
|---------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| LAST NAME—FIRST NAME—MIDDLE NAME<br>Brinkman Joni |                      | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE<br>Village of Palm Springs                                                                                                                        |  |
| MAILING ADDRESS<br>201 Rex Ct                     |                      | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br><input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY |  |
| CITY<br>Palm Springs                              | COUNTY<br>Palm Beach | NAME OF POLITICAL SUBDIVISION:<br>Village of Palm Springs                                                                                                                                                     |  |
| DATE ON WHICH VOTE OCCURRED<br>08/10/17           |                      | MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE                                                                                                              |  |

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

**PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

**WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

### APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

#### IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

### DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Joni Brinkman, hereby disclose that on August 10, 20 17;

(a) A measure came or will come before my agency which (check one)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☒ inured to the special gain or loss of Urban Design Kilday Studios, by  
whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which  
is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Item 11-Temporary Use Permit for Oxygen Development

My employer (UDKS) is providing professional services on this project.

t

~~11-30-16~~ 8-10-17  
Date Filed

Joni Brinkman  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

|                                                             |        |                                                                                                                      |
|-------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------|
| LAST NAME—FIRST NAME—MIDDLE NAME<br><i>Brinkman Joni S.</i> |        | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE<br><i>Council</i>                                        |
| MAILING ADDRESS<br><i>201 Rex Ct Palm Beach</i>             |        | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:                                |
| CITY<br><i>Palm Springs FL</i>                              | COUNTY | <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY |
| DATE ON WHICH VOTE OCCURRED                                 |        | NAME OF POLITICAL SUBDIVISION:<br><i>Palm Springs</i>                                                                |
|                                                             |        | MY POSITION IS:<br><input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE                  |

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

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A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Joni Brinkman, hereby disclose that on August 10, 20 17

(a) A measure came or will come before my agency which (check one)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☒ inured to the special gain or loss of Urban Design Palkey Studios, by whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Item 12 Preston Square  
While my firm is not providing professional  
services on this project, Village  
Counsel advised me to not vote due  
to amount of income received by  
Urban Design from the applicant  
in the past year

8-10-17

Date Filed

Joni Brinkman

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Administration

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**ITEM #2:** Appointments to the Land Development Board

**SUMMARY:** Currently, there is one (1) Junior Alternate Member vacancy on the Land Development Board due to the resignation of Ms. Bonnie Funt. Ms. Funt's term expired on September 8, 2017.

Ms. Kim Gehrman has submitted an application expressing her interest in serving as a Junior Alternate Member. If approved, Ms. Gehrman would serve a three (3) year term ending September 9, 2020.

Additionally, Senior Alternate Member Mr. Peter Braun's term expired on January 25, 2017. He would like to continue to serve on the Board and is a valued member. If approved, Mr. Braun would serve a three (3) year term ending on January 25, 2020.

If all appointments are approved, there will be no vacancies on the Land Development Board.

**FISCAL IMPACT:**

The proposed appointment does not have a fiscal impact to the Village.

**ATTACHMENTS:**

1. Application - Kim Gehrman
2. Resume - Kim Gehrman
3. Application - Peter Braun

VILLAGE OF PALM SPRINGS

2017 JUL 26 AM 10:37 APPLICATION FOR APPOINTMENT  
TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: Kim Gehrman HOME PHONE: See-Cell

ADDRESS: 309 Poe Drive

EMAIL ADDRESS: gehrmanrealtty@yahoo.com CELL PHONE: 561-685-0502

OCCUPATION: Dental Hygienist / Realtor

BUSINESS: Dr. James Gregalot DDS PHONE: 561-968-1001

BUSINESS ADDRESS: 4010 57th AVE Ste 101 Greenacres, FL

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE: Sec. Board member PBCYFL 33463

Registered Dental Hygienist 1990 → present

Licensed Realtor 2009 → present

Palm Beach State College, AS, AA, RDH

Are you a registered voter? Yes ☒ No ☐

Do you currently serve on a board? Yes ☐ No ☒

If yes, which one?

Please indicate on which board you wish to serve. If more than one, number for preference.

- ☐ Library Board
- ☒ Land Development Board
- ☐ Leisure Services Board
- ☐ Police Employees Pension Board of Trustees
- ☐ General Employees' Pension Board of Trustees
- ☐ Construction Board of Adjustment and Appeals
- ☐ Grievance Board
- ☐ Lake Worth Utilities Committee

Why are you interested in serving on this board? Vested interest in my  
Community the great place we call home  
for almost 30 yrs. Thank you for consideration

Signature: Kim Gehrman

Date: 7/26/17

For further information call the Village Clerk at 965-4010. Fax 965-0899

2017 JUL 26 AM 10 27



# Kim Gehrman, RDH

309 Poe Drive Palm Springs FL, 33461 - over 25 years

Phone: 561-685-0502 email: ~~Rdh1990@outlook.com~~ gehrmanrealty@yahoo.com

## Professional Summary

I am a Professional Dental Hygienist with more than 20 years' experience in general dentistry seeking per diem dental hygiene employment. I possess comprehensive knowledge of overall preventative and operative dental treatment. I am compassionate and enjoy working with staff raising awareness and educating patients of their preventative and restorative dental needs. I take pride in promoting healthy gums and dentition while saving smiles "one tooth at a time" with the use of beneficial diagnostic tools and charts to raise awareness and prevention of oral disease.

**Employment History:** Currently employed by James Gregalot more than 20 yrs.

## Skills

- Collected diagnostic data using digital xrays (Dexis), intral oral images, perio charting, pulp testing, disclosing solution to evaluate the condition of patients dentition.
- Examined gums with probes, and identified periodontal recessed gums and signs of gum disease.
- Performed oral cancer checks by feeling lymph nodes to detect swelling or tenderness.
- Performed Prophylaxis dental cleanings and fluoride treatments & nutritional counseling.
- Certified since November 2012 to administer local anesthetic under direct supervision and adjunctive therapies such as Periodontal treatment with arestin antibiotic therapy, and irrigation.
- Administered and managed successful Soft Tissue Management programs types I, II, III including Direct Access programs affiliated with Orapharma Pharmaceuticals.
- Skillfully used hand instruments, ultrasonic cavitron inserts and prophy hand pieces to remove hard deposits and stains from teeth both supra and subgingivally.
- Placed pit and fissure sealants in molar and premolars.
- Reception duties using Dentrix I am able to assist formulate treatment planning, schedule, confirm patients / process payments, obtain EOB's, File charts, work recall.
- Certified in CPR, Manages and updates Medical History, Vitals, Dental office Emergency Protocols

## Education

|      |                                                                                                               |
|------|---------------------------------------------------------------------------------------------------------------|
| 1990 | Associate of Science: Dental Hygiene<br>Palm Beach State College - 4200 S Congress Ave., Lake Worth, FL 33461 |
| 1990 | Licensed by Florida Board of Dentistry                                                                        |
| 2004 | Licensed by Florida Board of Real Estate                                                                      |
| 2012 | Certified Local Anesthesia                                                                                    |

**Other** I have been a volunteer for youth athletic programs for more than 20 years. I am currently serving as a board member (Secretary) for the Palm Beach County Youth Football and Cheer-leading program of PB County. I have been an active licensed real estate Sales Associate for more than 10 years and enjoy working with buyers and sellers. **REFERENCES AVAILABLE UPON REQUEST.**



## VILLAGE OF PALM SPRINGS

### APPLICATION FOR APPOINTMENT TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: Peter Braun HOME PHONE: [REDACTED]

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]

OCCUPATION: social worker

BUSINESS: guardian-ad-litem PHONE: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE: BA Sociology

Are you a registered voter? Yes ☒ No ☐

Do you currently serve on a board? Yes ☒ No ☐

If yes, which one?

Development  
Please indicate on which board you wish to serve. If more than one, number for preference.

- ☐ Library Board
- ☒ Land Development Board
- ☐ Leisure Services Board
- ☐ Police Employees Pension Board of Trustees
- ☐ General Employees' Pension Board of Trustees
- ☐ Construction Board of Adjustment and Appeals
- ☐ Grievance Board
- ☐ Lake Worth Utilities Committee

Why are you interested in serving on this board? \_\_\_\_\_

Signature Peter Braun Date: 9-1-17

For further information call the Village Clerk at 965-4010. Fax 965-0899



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Administration

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**ITEM #3:** Approval of Village Council Meeting Schedule - FY 2018

**SUMMARY:** The Village Charter and the Code of Ordinances requires the Council to hold at least one meeting per month. As a result, the Village Council is requested to approve the proposed Meeting schedule for Fiscal Year (FY) 2018:

**2017**

Thursday, November 9, 2017

Thursday, December 14, 2017

**2018**

Thursday, January 11, 2018

Thursday, February 8, 2018

Thursday, March 8, 2018

Thursday, April 12, 2018

Thursday, May 10, 2018

Thursday, June 14, 2018

Thursday, July 12, 2018

Thursday, July 26, 2018 - Budget Workshop (prior to Council Meeting)

Thursday, July 26, 2018 - Establish Tentative Millage Rate

Thursday, August 9, 2018

Thursday, September 13, 2018 (Establish Millage Rate & Approve Budget - 1st Public Hearing)

Thursday, September 27, 2018 (Establish Millage Rate & Approve Budget - 2nd Public Hearing)

Thursday, October 11, 2018

**Note:** Meeting start times are 6:30 p.m. except for the July 26th Meeting, which will begin at 7:00 p.m. (or following the Budget Workshop meeting) to provide sufficient time to hold a Budget Workshop. Also, additional meetings may be scheduled as required.

**FISCAL IMPACT:**

The proposed meeting schedule does not have a fiscal impact to the Village.

**ATTACHMENTS:**

None



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Finance

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**ITEM #4:** Resolution No. 2017-35 - Amend Schedule of Fees

**SUMMARY:** Periodically, staff reviews the costs involved in meeting all of the Village services that are delivered to the public. As these costs increase and/or when there are issues that may require a new fee to be assessed, it is necessary to amend the fee schedule associated with these services to better address the actual impact on the Village budget and provide transparency. The following fees are proposed to be amended/added:

### Village Clerk/General Government

- Lien Search Update - Provide unlimited updates w/in 15 days of original search date
- Public Records Search Copies - USB/Thumb Drive (new fee - based on cost of thumb drive)
- Certification of Village Documents (new fee)

### Public Safety

- Extra Duty Detail (per hour - 3 hour min.)
- Extra Duty Detail - Holiday/Special Event (per hour - 3 hour min.)

### Parks & Recreation

- Youth Baseball
- Youth Soccer
- Youth Flag Football
- Adult Sports League Team Fees
- Travel Club Membership Dues - Resident
- Travel Club Membership Dues - Non-Resident
- Travel Club Membership Dues - Non-Resident Fee
- Travel Club Trips - Direct Cost plus Administrative Fee (10%)
- Camp Programs - Weekly (resident and non-resident)
- Single Day Camp
- Winter & Spring Camps (number of days X fee per pay) - Full Session Only
- Summer Camp Multi-Week Discount
- Early Drop-Off Weekly Fee (new fee)

- Late Pick-Up Weekly Fee (new fee)
- Ballfield Rental - Non-Resident Fee (per hour)
- Ballfield Rental - Lighting (per hour)
- Building Attendant - After Hours (per hour - 2 hour min.)

\*\* New Rates to begin Oct. 1, 2017

#### Planning, Zoning & Building

- Site Plan Amendment (Minor/Major/PD)
- Land Alteration Permit (new fee)

\*\* New Rates to begin Oct. 1, 2017.

The proposed Schedule of Fees was prepared by the Finance Department with input from each Village Department Director and staff.

#### **FISCAL IMPACT:**

Additional revenue will be received to assist with offsetting operating expenses and, in some cases, will promote education of Village codes to contribute to a clean and safe community.

#### **ATTACHMENTS:**

1. Proposed Resolution No. 2017-35
2. Proposed Schedule of Fees -Appendix A

## **RESOLUTION No. 2017-35**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, “VILLAGE CLERK/GENERAL GOVERNMENT”, DIVISION 2, “DEPARTMENT OF PUBLIC SAFETY”, AND CHAPTER 38, “LEISURE SERVICES”, AND CHAPTER 34, “LAND DEVELOPMENT”, CHAPTER 10, “BUILDINGS AND BUILDING REGULATIONS”, DEPARTMENTS OF THE VILLAGE TO UPDATE THE SCHEDULE OF FEES FOR VARIOUS SERVICES, AND RESTATING THE FEES FOR CHAPTER 2 DIVISION 2 “CODE ENFORCEMENT”, CHAPTER 42, “LIBRARY”, CHAPTER 62, “SOLID WASTE”, CHAPTER 74 “TRAFFIC AND VEHICLES”; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to requests from Village Staff, the Village Council has determined there is a need to amend the Schedule of Fees for the Village Clerk/General Government, Public Safety Department, Leisure Services Department and Land Development and the Buildings and Building Regulations Departments and to restate the remaining fee schedule for Administration, Library, Public Service/Solid Waste, Traffic and Vehicles adopted by Resolution No. 2014-59 on September 25, 2014; and

**WHEREAS**, Chapter 2 (Administration), Chapter 10 (Buildings and Building Regulations), Chapter 34 (Land Development), Chapter 38 (Leisure Services), Chapter 42 (Library), Chapter 62 (Solid Waste) and Chapter 74 (Traffic and Vehicles) of the Code of Ordinances of the Village of Palm Springs, Florida, all authorize the Village Council, from time to time, to amend or establish, by Resolution, the Schedule of Fees for the department within the Village.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:**

**Section 1.** The Village Council of the Village of Palm Springs, Florida hereby amends the fee schedule for Chapter 2 “Administration” “Village Clerk/General Government”, Division 2 “Department Of Public Safety”, Chapter 38 “Leisure Services”, and restates in its entirety the fee structures for Administration, Village Clerk/General Government, Public Safety Department, Library, Public Service/Solid Waste, Traffic and Vehicles, Land Development and the Buildings and Building Regulations Departments, all as described in “**Exhibit A**” attached hereto and

**Resolution No. 2017-35**

incorporated herein by reference. The Village Clerk is directed to add and/or amend these fees to the Schedule of Fees on file in the Clerk's Office.

**Section 2.** This Resolution shall take effect immediately upon adoption.

Council Member \_\_\_\_\_ offered the foregoing resolution. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                                 | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|---------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR,       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, MAYOR PRO TEM      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAWN MARIE COX, COUNCIL MEMBER, | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_\_ day of JULY, 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY

## Appendix A

| Schedule of Fees                                                                                      | Resolution<br>#2016-63 | Proposed<br>Resolution<br>#2017-35 | Revenue<br>Account | Account Title                   |
|-------------------------------------------------------------------------------------------------------|------------------------|------------------------------------|--------------------|---------------------------------|
| <b>Village Clerk/General Government</b>                                                               |                        |                                    |                    |                                 |
| Lien Search Fee                                                                                       | \$ 150.00              | \$ 150.00                          | 01003-34140        | Certification, Copies, Rec Srch |
| Lien Search Update (unlimited allowed within 15 days of original search)                              |                        | no charge                          |                    |                                 |
| Lien Search for Multiple Units with more than 10 units per Parcel Control Number                      | \$45.00/ea unit        | \$45.00/ea unit                    | 01003-34140        | Certification, Copies, Rec Srch |
| Copies requested for public record search per Florida Statutes - Letter                               | \$ 0.15                | \$ 0.15                            | 01003-34140        | Certification, Copies, Rec Srch |
| Copies requested for public record search per Florida Statutes - Legal                                | \$ 0.20                | \$ 0.20                            | 01003-34140        | Certification, Copies, Rec Srch |
| Copies requested for public record search - USB / Thumb Drive                                         | -                      | \$ 8.00                            | 01003-34140        | Certification, Copies, Rec Srch |
| CD copy of meeting audio                                                                              | \$ 10.00               | \$ 10.00                           | 01003-34140        | Certification, Copies, Rec Srch |
| Certifications                                                                                        | -                      | \$ 1.00                            | 01003-34140        | Certification, Copies, Rec Srch |
| Bounced Check Fee - Utilities per F.S. 68.065(3)                                                      | min. \$25.00           | min. \$25.00                       | 41003-35902        | Service Charge                  |
| Bounced Check Fee- Other per F.S. 68.065(3)                                                           | min. \$25.00           | min. \$25.00                       | 01003-36990        | Service Charge                  |
| Release of Lien Administrative Fee                                                                    | \$ 250.00              | \$ 250.00                          | 01003-35400        | Violations of Local Ordinances  |
| Partial Release of Lien                                                                               | \$ 25.00               | \$ 25.00                           | 01003-35400        | Violations of Local Ordinances  |
| <b>Library</b>                                                                                        |                        |                                    |                    |                                 |
| Late fines per day all items except videos and DVD's                                                  | \$ 0.10                | \$ 0.10                            | 01003-35200        | Library Fines                   |
| Late fines per day videos and DVD's                                                                   | \$ 0.50                | \$ 0.50                            | 01003-35200        | Library Fines                   |
| Printing pages from public access computers - Black - per page including paper                        | \$ 0.15                | \$ 0.15                            | 01003-34140        | Certification, Copies, Rec Srch |
| Printing pages from public access computers - Color - per page including paper                        | \$ 0.50                | \$ 0.50                            | 01003-34140        | Certification, Copies, Rec Srch |
| Damaged Library items are replaced at cost                                                            | item cost              | item cost                          |                    | refund to Library expenditure   |
| <b>Police</b>                                                                                         |                        |                                    |                    |                                 |
| Copy of Police Report                                                                                 | \$ 0.15                | \$ 0.15                            | 01003-34140        | Certification, Copies, Rec Srch |
| Copy of Police Report-two sided                                                                       | \$ 0.20                | \$ 0.20                            | 01003-34140        | Certification, Copies, Rec Srch |
| Copy of Accident/Crash Report                                                                         | \$ 2.00                | \$ 2.00                            | 01003-34140        | Certification, Copies, Rec Srch |
| Copy of video or audio tape - for State Attorney or Public Defender                                   | actual cost            | actual cost                        | 01003-34140        | Certification, Copies, Rec Srch |
| Copy of CD/DVD                                                                                        | \$ 10.00               | \$ 10.00                           | 01003-34140        | Certification, Copies, Rec Srch |
| Copy of video/audio/VHS Tape                                                                          | \$ 10.00               | \$ 10.00                           | 01003-34140        | Certification, Copies, Rec Srch |
| Hourly Labor Charge for Records Clerk after first 15 minutes                                          | \$ 17.00               | \$ 17.00                           | 01003-34140        | Certification, Copies, Rec Srch |
| Parking tickets                                                                                       | \$ 20.00               | \$ 20.00                           | 01003-35400        | Violations of Local Ordinances  |
| Handicap Parking Tickets                                                                              | \$ 100.00              | \$ 100.00                          | 01003-35400        | Violations of Local Ordinances  |
| Extra Duty Detail (per hour ~2 3 hour min.)                                                           | \$ 45.00               | \$ 45.00                           | 01003-34210        | PSPD Outside Detail             |
| Extra Duty Detail - Holiday/Special Event (per hour - 2 3 hour min.)                                  | \$ 55.00               | \$ 55.00                           | 01003-34210        | PSPD Outside Detail             |
| Extra Duty Detail with less than 24 hour notice (per hour - 2 hour min.)                              | \$ 60.00               | \$ 60.00                           | 01003-34210        | PSPD Outside Detail             |
| Extra Duty Detail cancelled w/less than 48 hour notice (2 hour min.)                                  | \$90.00/\$110.00       | \$90.00/\$110.00                   | 01003-34210        | PSPD Outside Detail             |
| Extra Duty Detail cancelled w/no notice before the start of detail (3 hour min.)                      | \$135.00/\$165.00      | \$135.00/\$165.00                  | 01003-34210        | PSPD Outside Detail             |
| Extra Duty Detail scheduled for 4 hours or less and cancelled after the start of detail (2 hour min.) | \$90.00/\$110.00       | \$90.00/\$110.00                   | 01003-34210        | PSPD Outside Detail             |
| Extra Duty Detail scheduled for over 4 hours & cancelled after the start of detail (4 hour min.)      | \$180.00/\$220.00      | \$180.00/\$220.00                  | 01003-34210        | PSPD Outside Detail             |
| Non-resident fingerprinting service                                                                   | \$ 15.00               | \$ 15.00                           | 01003-34211        | Fingerprint services            |
| Police Response to Meter Shut-Off                                                                     | \$ 50.00               | \$ 50.00                           | 01003-36990        | Miscellaneous Revenue           |
| Traffic Counts & Analysis                                                                             | \$ 500.00              | \$ 500.00                          | 01003-34120        | Planning, Bldg & Zoning Fee     |
| <b>Code Enforcement and Nuisance Abatement Administrative Costs and Fees</b>                          |                        |                                    |                    |                                 |
| Code Enforcement Stipulation Agreement                                                                | \$95.00                | \$95.00                            | 01003-35400        | Violations of Local Ordinances  |
| Code Enforcement Standard Administrative Fee (minimum fee)                                            | Varies per case        | Varies per case                    | 01003-35400        | Violations of Local Ordinances  |

## Appendix A

| Schedule of Fees                                                                                                                                                 | Resolution<br>#2016-63                    | Proposed<br>Resolution<br>#2017-35        | Revenue<br>Account | Account Title                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|--------------------|--------------------------------|
| Code Enforcement Abatement Hearing Fee (non-refundable)                                                                                                          | \$ 75.00                                  | \$ 75.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Re-Inspection Fee                                                                                                                               | \$ 30.00                                  | \$ 30.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Inspector (per hour)                                                                                                                            | \$ 25.00                                  | \$ 25.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Inspector Utilities/Permits (per hour)                                                                                                          | \$ 25.00                                  | \$ 25.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Building Inspector (per hour)                                                                                                                   | \$ 45.00                                  | \$ 45.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Land Development Director (per hour)                                                                                                            | \$ 58.00                                  | \$ 58.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Land Development Planner (per hour)                                                                                                             | \$ 32.00                                  | \$ 32.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Land Development Permit Tech (per hour)                                                                                                         | \$ 21.00                                  | \$ 21.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Land Development GIS Tech (per hour)                                                                                                            | \$ 26.00                                  | \$ 26.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Land Development Administrative Assistant (per hour)                                                                                            | \$ 23.00                                  | \$ 23.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Private Inspector (minimum 3 hours)                                                                                                             | \$ 45.00                                  | \$ 45.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Village Attorney (minimum hearing fee)                                                                                                          | \$ 34.00                                  | \$ 34.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Police Officer - Court Costs                                                                                                                    | \$ 41.00                                  | \$ 41.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Police Corporal - Court Costs                                                                                                                   | \$ 43.00                                  | \$ 43.00                                  | 01003-35400        | Violations of Local Ordinances |
| Code Enforcement Police Sergeant - Court Costs                                                                                                                   | \$ 46.00                                  | \$ 46.00                                  | 01003-35400        | Violations of Local Ordinances |
| Inspection Photograph Fee (per photo)                                                                                                                            | \$ 5.00                                   | \$ 5.00                                   | 01003-35400        | Violations of Local Ordinances |
| Service/Subpoena Fees                                                                                                                                            | actual costs                              | actual costs                              | 01003-35400        | Violations of Local Ordinances |
| Postage                                                                                                                                                          | actual costs                              | actual costs                              | 01003-35400        | Violations of Local Ordinances |
| <b>Code Enforcement Violations and Fines for Code Citations</b>                                                                                                  |                                           |                                           |                    |                                |
| Water Restriction Violation Fine - 1st offense                                                                                                                   | \$ 25.00                                  | \$ 25.00                                  | 01003-35400        | Violations of Local Ordinances |
| Water Restriction Violation Fine - 2nd offense                                                                                                                   | \$ 50.00                                  | \$ 50.00                                  | 01003-35400        | Violations of Local Ordinances |
| Water Restriction Violation Fine - 3rd offense and any subsequent offense                                                                                        | \$ 100.00                                 | \$ 100.00                                 | 01003-35400        | Violations of Local Ordinances |
| Overgrown Residential Lot (days to comply - 10)                                                                                                                  | \$ 25.00                                  | \$ 25.00                                  | 01003-35400        | Violations of Local Ordinances |
| Overgrown Commercial Lot (days to comply - 10)                                                                                                                   | \$ 125.00                                 | \$ 125.00                                 | 01003-35400        | Violations of Local Ordinances |
| Overgrown Vacant Residential Lot (days to comply - 10)                                                                                                           | \$ 75.00                                  | \$ 75.00                                  | 01003-35400        | Violations of Local Ordinances |
| Tree Removal without Permit (will vary depending on caliper and species - fee not to exceed)                                                                     | Varies per case - max.<br>of \$1,500/tree | Varies per case - max.<br>of \$1,500/tree | 01003-35400        | Violations of Local Ordinances |
| Improper Tree Pruning (topping, overlifting, lion-tailing and hatracking)(over-pruned palms)<br>(will vary depending on caliper and species - fee not to exceed) | Varies per case - max.<br>of \$1,500/tree | Varies per case - max.<br>of \$1,500/tree | 01003-35400        | Violations of Local Ordinances |
| Trash, Debris and Vermin (days to comply - 10)                                                                                                                   | \$ 100.00                                 | \$ 100.00                                 | 01003-35400        | Violations of Local Ordinances |
| Missing or broken fence, wall or gate with swimming pool (days to comply - 5)                                                                                    | \$ 250.00                                 | \$ 250.00                                 | 01003-35400        | Violations of Local Ordinances |
| Missing or broken fence, wall or gate no swimming pool (days to comply - 5)                                                                                      | \$ 25.00                                  | \$ 25.00                                  | 01003-35400        | Violations of Local Ordinances |
| Unsafe or dangerous building or structure (days to comply - 14)                                                                                                  | \$ 250.00                                 | \$ 250.00                                 | 01003-35400        | Violations of Local Ordinances |
| Illegal canopy or belvedere (days to comply - 14)                                                                                                                | \$ 50.00                                  | \$ 50.00                                  | 01003-35400        | Violations of Local Ordinances |
| Stagnant water - cloudy or opaque water (days to comply - 5)                                                                                                     | \$ 250.00                                 | \$ 250.00                                 | 01003-35400        | Violations of Local Ordinances |
| Missing or broken fascia, siding, or paint (days to comply - 30)                                                                                                 | \$ 100.00                                 | \$ 100.00                                 | 01003-35400        | Violations of Local Ordinances |
| Prohibited vehicle in residential district (days to comply - 5)                                                                                                  | \$ 50.00                                  | \$ 50.00                                  | 01003-35400        | Violations of Local Ordinances |
| Parking in single family district (days to comply - 5)                                                                                                           | \$ 50.00                                  | \$ 50.00                                  | 01003-35400        | Violations of Local Ordinances |
| Parking - commercial vehicles (days to comply - 5)                                                                                                               | \$ 100.00                                 | \$ 100.00                                 | 01003-35400        | Violations of Local Ordinances |
| Maintenance of swale areas (days to comply - 10)                                                                                                                 | \$ 75.00                                  | \$ 75.00                                  | 01003-35400        | Violations of Local Ordinances |
| Damaged signs (days to comply - 30)                                                                                                                              | \$ 50.00                                  | \$ 50.00                                  | 01003-35400        | Violations of Local Ordinances |
| Unsafe damaged signs (days to comply - 10)                                                                                                                       | \$ 100.00                                 | \$ 100.00                                 | 01003-35400        | Violations of Local Ordinances |
| Prohibited Uses - Residential Single Family (days to comply - 5)                                                                                                 | \$ 175.00                                 | \$ 175.00                                 | 01003-35400        | Violations of Local Ordinances |
| Failure to obtain building permit (days to comply - 10)                                                                                                          | Varies per case                           | Varies per case                           | 01003-35400        | Violations of Local Ordinances |
| <b>Code Enforcement Violations and Fines for Code Citations (continued)</b>                                                                                      |                                           |                                           |                    |                                |
| Permits for Residential Rental Units (days to comply - 5)                                                                                                        | \$ 50.00                                  | \$ 50.00                                  | 01003-35400        | Violations of Local Ordinances |
| Noise ordinance violation (immediate compliance required)                                                                                                        | \$ 50.00                                  | \$ 50.00                                  | 01003-35400        | Violations of Local Ordinances |
| Hazardous material/waste (days to comply 5 to 30)                                                                                                                | \$ 250.00                                 | \$ 250.00                                 | 01003-35400        | Violations of Local Ordinances |
| Failure to maintain driveway (days to comply - 30)                                                                                                               | \$ 25.00                                  | \$ 25.00                                  | 01003-35400        | Violations of Local Ordinances |
| Local Business Tax Receipt required (days to comply - 5)                                                                                                         | by Ordinance                              | by Ordinance                              | 01003-35400        | Violations of Local Ordinances |
| Life Safety violation (usually requiring immediate compliance)                                                                                                   | Varies per case                           | Varies per case                           | 01003-35400        | Violations of Local Ordinances |



## Appendix A

| Schedule of Fees                                                                                                                                                                                   | Resolution<br>#2016-63 | Proposed<br>Resolution<br>#2017-35 | Revenue<br>Account | Account Title                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------------------|--------------------|--------------------------------|
| Irreparable or irreversible violation (compliance may vary. Fee is not to exceed)                                                                                                                  | \$ 5,000.00            | \$ 5,000.00                        | 01003-35400        | Violations of Local Ordinances |
| Repeat Violation (compliance will vary depending on the violation. Fee not to exceed)                                                                                                              | \$ 500.00              | \$ 500.00                          | 01003-35400        | Violations of Local Ordinances |
| Improper placement of approved bulk trash for collection:                                                                                                                                          |                        |                                    |                    |                                |
| 1st Offense                                                                                                                                                                                        | \$ 25.00               | \$ 25.00                           | 01003-35400        | Violations of Local Ordinances |
| 2nd Offense                                                                                                                                                                                        | \$ 50.00               | \$ 50.00                           | 01003-35400        | Violations of Local Ordinances |
| 3rd Offense or repeat offenses                                                                                                                                                                     | \$ 100.00              | \$ 100.00                          | 01003-35400        | Violations of Local Ordinances |
| <b>Parks &amp; Recreation</b>                                                                                                                                                                      |                        |                                    |                    |                                |
| Youth Baseball                                                                                                                                                                                     | \$ 90.00               | \$ 95.00                           | 01003-34722        | Youth Sport Registrations      |
| Youth Soccer                                                                                                                                                                                       | \$ 85.00               | \$ 95.00                           | 01003-34722        | Youth Sport Registrations      |
| Youth Flag Football                                                                                                                                                                                | \$ 85.00               | \$ 95.00                           | 01003-34722        | Youth Sport Registrations      |
| Youth Basketball                                                                                                                                                                                   | \$ 85.00               | \$ 95.00                           | 01003-34722        | Youth Sport Registrations      |
| Youth Sports - Non-resident fees                                                                                                                                                                   | \$ 30.00               | \$ 30.00                           | 01003-34727        | Non-Resident Fees              |
| Adult Sports League Team Fees                                                                                                                                                                      | \$ 475.00              | \$ 500.00                          | 01003-34721        | Adult Athletic Registrations   |
| Travel Club Membership Dues - Resident                                                                                                                                                             | \$ 12.00               | \$ 16.00                           | 01003-34740        | Travel Club Membership         |
| Travel Club Membership Dues - Non-Resident                                                                                                                                                         | \$ 12.00               | \$ 16.00                           | 01003-34740        | Travel Club Membership         |
| Travel Club Membership Dues - Non-Resident Fee                                                                                                                                                     | \$ 6.00                | \$ 8.00                            | 01003-34727        | Non-Resident Fees              |
| Travel Club Trips - Direct Cost plus Administrative Fee of 5% (10%)                                                                                                                                | Cost + Fee             | Cost + Fee                         | 01003-34724        | Trip Registrations             |
| Camp Programs - Weekly (resident and non-resident)                                                                                                                                                 | \$ 125.00              | \$ 160.00                          | 01003-34723        | Summer/Vac Programs            |
| Single Day Camp                                                                                                                                                                                    | \$ 25.00               | \$ 32.00                           | 01003-34723        | Summer/Vac Programs            |
| Summer Camp Registration Fee (includes 5 t-shirts)                                                                                                                                                 | \$ 25.00               | \$ 25.00                           | 01003-34723        | Summer/Vac Programs            |
| Winter & Spring Camps (number of days x fee per day) - Full Sessions Only                                                                                                                          | \$ 25.00               | \$ 30.00                           | 01003-34723        | Summer/Vac Programs            |
| Early Registration Discount (First 2 weeks of registration)                                                                                                                                        | \$ (10.00)             | \$ (10.00)                         | 01003-34723        | Summer/Vac Programs            |
| Summer Camp Multi-Week Discount*                                                                                                                                                                   |                        | Up to (\$25) off/week              | 01003-34723        | Summer/Vac Programs            |
| *NOTE: This will be a tiered discount plan for pre-paying for multiple weeks at time of registration from \$10 off for 2 weeks, \$15 off for 4 weeks, to \$25 off for full payment of all 8 weeks. |                        |                                    |                    |                                |
| Early Drop-Off Weekly Fee                                                                                                                                                                          |                        | \$ 25.00                           | 01003-34723        | Summer/Vac Programs            |
| Late Pick-Up Weekly Fee                                                                                                                                                                            |                        | \$ 25.00                           | 01003-34723        | Summer/Vac Programs            |
| Special Event Participation Fee                                                                                                                                                                    | Up to \$100.00         | Up to \$100.00                     | 01003-34725        | Special Events                 |
| *NOTE: These participation fees are for vendor space at Village sponsored special events and the amount will vary based on the anticipated amount of attendees to the event.                       |                        |                                    |                    |                                |
| <b>Parks &amp; Recreation - Rentals</b>                                                                                                                                                            |                        |                                    |                    |                                |
| Village Center Pavilion Rental - Half Day weekday                                                                                                                                                  | \$ 50.00               | \$ 50.00                           | 01003-34759        | Recreation Facility Rent       |
| Village Center Pavilion Rental - Full Day weekday evening                                                                                                                                          | \$ 80.00               | \$ 80.00                           | 01003-34759        | Recreation Facility Rent       |
| Village Center Pavilion Rental - Half Day weekend/holiday                                                                                                                                          | \$ 80.00               | \$ 80.00                           | 01003-34759        | Recreation Facility Rent       |
| Village Center Pavilion Rental - Full Day weekend/holiday evening                                                                                                                                  | \$ 150.00              | \$ 150.00                          | 01003-34759        | Recreation Facility Rent       |
| Community Room (180 banquet/240 theatre) Weekday per hour                                                                                                                                          | \$ 100.00              | \$ 100.00                          | 01003-34753        | Community Room Rental          |
| Community Room Weekend/Holiday per hour                                                                                                                                                            | \$ 150.00              | \$ 150.00                          | 01003-34753        | Community Room Rental          |
| Community Room for Non-Profit (501c-3 or 501c-6 must be provided) anytime                                                                                                                          | \$ 75.00               | \$ 75.00                           | 01003-34753        | Community Room Rental          |
| Studio (80) Weekday (per hour)                                                                                                                                                                     | \$ 50.00               | \$ 50.00                           | 01003-34759        | Recreation Facility Rent       |
| Studio (80) Weekend/holiday (per hour)                                                                                                                                                             | \$ 75.00               | \$ 75.00                           | 01003-34759        | Recreation Facility Rent       |
| Multi-Purpose Room (50) Weekday (per hour)                                                                                                                                                         | \$ 50.00               | \$ 50.00                           | 01003-34759        | Recreation Facility Rent       |
| Multi-Purpose Room (50) Weekend/Holiday (per hour)                                                                                                                                                 | \$ 75.00               | \$ 75.00                           | 01003-34759        | Recreation Facility Rent       |
| Multi-Purpose Room (50) Non-Profit anytime                                                                                                                                                         | \$ 40.00               | \$ 40.00                           | 01003-34759        | Recreation Facility Rent       |
| Classroom (25) Weekday (per hour)                                                                                                                                                                  | \$ 25.00               | \$ 25.00                           | 01003-34759        | Recreation Facility Rent       |
| Classroom (25) Weekend/Holiday (per hour)                                                                                                                                                          | \$ 50.00               | \$ 50.00                           | 01003-34759        | Recreation Facility Rent       |
| <b>Parks &amp; Recreation - Rentals (continued)</b>                                                                                                                                                |                        |                                    |                    |                                |
| Classroom (25) Non-Profit anytime                                                                                                                                                                  | \$ 20.00               | \$ 20.00                           | 01003-34759        | Recreation Facility Rent       |
| Class Programs (for instructors)                                                                                                                                                                   | 25% fees collected     | 25% fees collected                 | 01003-34759        | Recreation Facility Rent       |
| Ballfield Rental - For Residents (per hour)                                                                                                                                                        | \$ 10.00               | \$ 10.00                           | 01003-34759        | Recreation Facility Rent       |
| Ballfield Rental - For Non-Residents (per hour)                                                                                                                                                    | \$ 10.00               | \$ 10.00                           | 01003-34759        | Recreation Facility Rent       |
| Ballfield Rental - For Non-Residents (per hour) - Non-Resident Fee                                                                                                                                 | \$ 5.00                | \$ 10.00                           | 01003-34727        | Non-Resident Fees              |

## Appendix A

| Schedule of Fees                                                                                    | Resolution<br>#2016-63 | Proposed<br>Resolution<br>#2017-35                                 | Revenue<br>Account | Account Title             |
|-----------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------|--------------------|---------------------------|
| Ballfield Rental - Lighting (per hour)                                                              | \$ 30.00               | \$ 50.00                                                           | 01003-34759        | Recreation Facility Rent  |
| LAB (140) Weekday (per hour)                                                                        | \$ 75.00               | \$ 75.00                                                           | 01003-34759        | Recreation Facility Rent  |
| LAB (140) Weekend/Holiday (per hour)                                                                | \$ 125.00              | \$ 125.00                                                          | 01003-34759        | Recreation Facility Rent  |
| LAB (140) Non-Profit (anytime)                                                                      | \$ 50.00               | \$ 50.00                                                           | 01003-34759        | Recreation Facility Rent  |
| Sago Park Pavilion Full Day - weekday                                                               | \$ 50.00               | \$ 50.00                                                           | 01003-34756        | Sago Park Rental          |
| Sago Park Pavilion Full Day - weekend/Holiday                                                       | \$ 100.00              | \$ 100.00                                                          | 01003-34756        | Sago Park Rental          |
| Sago Park Pavilion Half-Day - weekday                                                               | \$ 25.00               | \$ 25.00                                                           | 01003-34756        | Sago Park Rental          |
| Sago Park Pavilion Half-Day - weekend/Holiday                                                       | \$ 60.00               | \$ 60.00                                                           | 01003-34756        | Sago Park Rental          |
| Rental Deposit Outdoor Activities(Refunded if facilities are clean and undamaged)                   | \$ 100.00              | \$ 100.00                                                          | 01000-22000        | Deposits                  |
| Rental Deposit Indoor Activities (Refunded if facilities are clean and undamaged)                   | \$ 200.00              | \$ 200.00                                                          | 01000-22000        | Deposits                  |
| Building Attendant - after hours (per hour - 2 hour min.)                                           | \$ 25.00               | \$ 35.00                                                           | 01003-34759        | Recreation Facility Rent  |
| Extra Duty Detail for special event w/alcohol (per hour - 2 hour min.)                              | \$ 45.00               | \$ 45.00                                                           | 01003-34210        | PSPD Outside Detail       |
| Water Park usage groups of 10 or more per 1.75 hours                                                | \$ 50.00               | \$ 50.00                                                           | 01003-34759        | Recreation Facility Rent  |
| Room Set-up/break-down                                                                              | \$ 100.00              | \$ 100.00                                                          | 01003-34759        | Recreation Facility Rent  |
| ** Extra Duty Detail rates are based on a per hour basis for all officers assigned                  |                        |                                                                    |                    |                           |
| <b>Public Services</b>                                                                              |                        |                                                                    |                    |                           |
| Village labor used to clean up and or repair property (\$85 per hour - 3 hr min.)                   | \$ 255.00              | \$ 255.00                                                          | 01003-36990        | Miscellaneous revenue     |
| Village Equipment used to clean up or repair property (\$150.00/hour/vehicle)                       | \$ 150.00              | \$ 150.00                                                          | 01003-36990        | Miscellaneous revenue     |
| <b>Planning, Zoning &amp; Building - Permit, Development Application &amp; Special Fees</b>         |                        |                                                                    |                    |                           |
| <b>Permit Fees</b>                                                                                  |                        |                                                                    |                    |                           |
| A permit fee shall be calculated by using the appropriate formula in Exhibit B (Tables 1.1 and 1.2) | *See Note Below        | Min. \$60                                                          | 01003-32200        | Building Permits          |
| <b>Plan Review and Permit Processing Fees</b>                                                       |                        |                                                                    |                    |                           |
| Plan Review                                                                                         | *See Note Below        | \$30 per hour with 1 hour minimum                                  | 01003-32200        | Building Permits          |
|                                                                                                     |                        | \$30.00 per hour with 1 hour minimum + \$20.00 administrative fee  | 01003-32200        |                           |
| Minor Revision / post-permit                                                                        | *See Note Below        | \$30.00 per hour with 1 hour minimum + \$20.00 administrative fee  | 01003-32200        | Building Permits          |
| Major Revision / pre-permit                                                                         | *See Note Below        | \$30.00 per hour with 1 hour minimum + \$20.00 administrative fee2 | 01003-32200        | Building Permits          |
| Major Revision / post-permit                                                                        | *See Note Below        | \$30.00 per hour with 1 hour minimum + \$20.00 administrative fee2 | 01003-32200        | Building Permits          |
| Revalidation / No Revisions                                                                         | *See Note Below        | 30% of original permit fee, but not less than \$60.00              | 01003-32200        | Building Permits          |
| Special or Emergency or Expedited Plan Review                                                       | *See Note Below        | \$50.00 per hour                                                   | 01003-32200        | Building Permits          |
| Change of Contractor/Owner (No Plan Review Required)                                                | *See Note Below        | \$50.00                                                            | 01003-32200        | Building Permits          |
| Change of Contractor/Owner (Plan Review Required)                                                   | *See Note Below        | \$50.00 + Revision-cost                                            | 01003-32200        | Building Permits          |
|                                                                                                     |                        | \$30.00 per hour with 1 hour minimum + \$20.00 administrative fee  | 01003-32200        |                           |
| Change of Lot                                                                                       | *See Note Below        | \$10.00 per sheet + administrative cost                            | 01003-34140        | Building Permits          |
| Duplicate Plans                                                                                     | *See Note Below        |                                                                    |                    | Certif Copies Record Srch |

## Appendix A

| Schedule of Fees                                                                                                                                                                                         | Resolution<br>#2016-63 | Proposed<br>Resolution<br>#2017-35                                                                            | Revenue<br>Account | Account Title                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------|
|                                                                                                                                                                                                          |                        |                                                                                                               | 01003-32200        |                                |
| Replacement Permit Card                                                                                                                                                                                  | *See Note Below        | \$30.00 each + \$20.00<br>administrative cost                                                                 |                    | Building Permits               |
|                                                                                                                                                                                                          |                        |                                                                                                               | 01003-32200        |                                |
| Replace of Certificate of Occupancy                                                                                                                                                                      | *See Note Below        | \$30.00 each + \$20.00<br>administrative cost                                                                 |                    | Building Permits               |
| Stocking / Training "Permit"                                                                                                                                                                             | *See Note Below        | \$200.00                                                                                                      | 01003-32200        | Building Permits               |
|                                                                                                                                                                                                          |                        | 24- Hour Notice =<br>Free, Less than 24-<br>Hour Notice = \$75.00                                             | 01003-32200        |                                |
| Certificate of Occupancy                                                                                                                                                                                 | *See Note Below        |                                                                                                               |                    | Building Permits               |
|                                                                                                                                                                                                          |                        | Single Family or<br>Duplex =\$200.00,<br>Commercial or Multi-<br>Family =\$500.00 +<br>\$50.00/ per condition | 01003-32200        |                                |
| Temporary or Conditional Certificate of Occupancy                                                                                                                                                        | *See Note Below        |                                                                                                               |                    | Building Permits               |
| <b>Type of Inspection</b>                                                                                                                                                                                | *See Note Below        |                                                                                                               |                    |                                |
| First Re-inspection                                                                                                                                                                                      | *See Note Below        | \$ -                                                                                                          | 01003-34205        | Protective Inspection Fee      |
| Second Re-inspection                                                                                                                                                                                     | *See Note Below        | \$ 65.00                                                                                                      | 01003-34205        | Protective Inspection Fee      |
| Third Re-inspection (same type)                                                                                                                                                                          | *See Note Below        | \$ 130.00                                                                                                     | 01003-34205        | Protective Inspection Fee      |
| Fourth Re-inspection (same type)                                                                                                                                                                         | *See Note Below        | \$ 195.00                                                                                                     | 01003-34205        | Protective Inspection Fee      |
| Miscellaneous or Emergency inspection                                                                                                                                                                    | *See Note Below        | \$ 65.00                                                                                                      | 01003-34205        | Protective Inspection Fee      |
| Building Official Inspection/Services (during normal working hours)                                                                                                                                      | *See Note Below        | \$60.00 per hours                                                                                             | 01003-34205        | Protective Inspection Fee      |
|                                                                                                                                                                                                          |                        | \$50.00 per hour (3<br>hour minimum)                                                                          | 01003-34205        |                                |
| Special Inspection - Inspector                                                                                                                                                                           | *See Note Below        |                                                                                                               |                    | Protective Inspection Fee      |
|                                                                                                                                                                                                          |                        | \$60.00 per hour (3<br>hour minimum)                                                                          | 01003-34205        |                                |
| Special Inspection - Building Official                                                                                                                                                                   | *See Note Below        |                                                                                                               |                    | Protective Inspection Fee      |
| Fees for Fire Inspections, including annual inspections by Fire Marshall are set by Palm Beach County Fire Rescue. In the event that the Village conducts the inspections, the following are applicable: | *See Note Below        |                                                                                                               |                    |                                |
| First Re-inspection (Fire inspector)                                                                                                                                                                     | *See Note Below        | \$ -                                                                                                          | 01003-34205        | Protective Inspection Fee      |
| Second Re-inspection (same type)                                                                                                                                                                         | *See Note Below        | \$ 65.00                                                                                                      | 01003-34205        | Protective Inspection Fee      |
| Third Re-inspection (same type)                                                                                                                                                                          | *See Note Below        | \$ 130.00                                                                                                     | 01003-34205        | Protective Inspection Fee      |
| Forth Re-inspection (same type)                                                                                                                                                                          | *See Note Below        | \$ 195.00                                                                                                     | 01003-34205        | Protective Inspection Fee      |
| Appeal of Building Officials Determination                                                                                                                                                               | *See Note Below        | \$ 350.00                                                                                                     | 01003-34120        | Planning Building & Zoning Fee |
| <b>Special Fees</b>                                                                                                                                                                                      | *See Note Below        |                                                                                                               |                    |                                |
| Permit - Pod or Dumpster                                                                                                                                                                                 | *See Note Below        | \$ 60.00                                                                                                      | 01003-32200        | Building Permits               |
| Garage Sales Permit                                                                                                                                                                                      | *See Note Below        | \$ 1.00                                                                                                       | 01003-32900        | Garage Sale Permits            |
| Commercial Outdoor Sales Permit (except tax exempt organizations)                                                                                                                                        | *See Note Below        | \$ 50.00                                                                                                      | 01003-32900        | Garage Sale Permits            |
| Special Event Permit (except tax exempt organizations)                                                                                                                                                   | *See Note Below        | \$ 50.00                                                                                                      | 01003-32900        | Garage Sale Permits            |
| Appeal of Denial of Special Event Permit                                                                                                                                                                 | *See Note Below        | \$ 50.00                                                                                                      | 01003-32900        | Garage Sale Permits            |
|                                                                                                                                                                                                          |                        | Same as<br>miscellaneous<br>improvements -Table<br>1.1                                                        | 01003-32200        |                                |
| Antenna                                                                                                                                                                                                  | *See Note Below        |                                                                                                               |                    | Building Permits               |
| Tree Removal Permit (multi-family and commercial) per tree                                                                                                                                               | *See Note Below        | \$50.00                                                                                                       | 01003-34120        | Planning Building & Zoning Fee |
| Foreclosure Registration                                                                                                                                                                                 | *See Note Below        | \$200.00                                                                                                      | 01003-34120        | Planning Building & Zoning Fee |
| Change of Address                                                                                                                                                                                        | *See Note Below        | \$50.00                                                                                                       | 01003-34120        | Planning Building & Zoning Fee |
| Professional Fees (actual cost plus \$50 administrative fee)                                                                                                                                             | *See Note Below        | Actual Cost +Adm fee                                                                                          | 01003-34120        | Planning Building & Zoning Fee |
| Administrative fee                                                                                                                                                                                       | *See Note Below        | \$50.00                                                                                                       | 01003-34120        | Planning Building & Zoning Fee |
| Zoning Confirmation Letter                                                                                                                                                                               | *See Note Below        | \$50.00                                                                                                       | 01003-34120        | Planning Building & Zoning Fee |
| Zoning / Landscape Compliance Inspection (per visit)                                                                                                                                                     | *See Note Below        | \$ 50.00                                                                                                      | 01003-34120        | Planning Building & Zoning Fee |
| Public Notice Signs (per sign)                                                                                                                                                                           | *See Note Below        | \$ 10.00                                                                                                      | 01003-34120        | Planning Building & Zoning Fee |
|                                                                                                                                                                                                          | *See Note Below        |                                                                                                               |                    |                                |
|                                                                                                                                                                                                          | *See Note Below        |                                                                                                               |                    |                                |

## Appendix A

| Schedule of Fees                                                                                                                                                                                                                              | Resolution<br>#2016-63 | Proposed<br>Resolution<br>#2017-35          | Revenue<br>Account | Account Title                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------|--------------------|--------------------------------|
| On-Site Drainage Review for commercial site drainage                                                                                                                                                                                          | *See Note Below        | Actual Cost + Admin<br>Cost + Eng. (Escrow) | 01003-32200        | Building Permits               |
| Per dwelling unit for residential site drainage                                                                                                                                                                                               | *See Note Below        | Actual Cost + Admin<br>Cost + Eng. (Escrow) | 01003-32200        | Building Permits               |
| Right-of-Way Construction and Landscaping Review                                                                                                                                                                                              | *See Note Below        | Actual Cost + Admin<br>Cost + Eng. (Escrow) | 01003-32200        | Building Permits               |
| Installation of gravity sanitary & storm sewer including appurtenant manholes or catch basins:                                                                                                                                                | *See Note Below        |                                             | 01003-32200        | Building Permits               |
| (a) First 200 lineal feet or less                                                                                                                                                                                                             | *See Note Below        | \$ 40.00                                    | 01003-32200        | Building Permits               |
| (b) Next 400 lineal feet or fraction thereof                                                                                                                                                                                                  | *See Note Below        | \$ 35.00                                    | 01003-32200        | Building Permits               |
| (c) Each additional 500 lineal feet or fraction thereof                                                                                                                                                                                       | *See Note Below        | \$ 25.00                                    | 01003-32200        | Building Permits               |
| Installation of all other underground facilities, including but not limited to, sanitary force main, water, gas, liquid or semi-liquid pipe lines, including appurtenant manholes or catch basins, cable television and underground electric: |                        |                                             | 01003-32200        |                                |
| (a) First 200 lineal feet or less                                                                                                                                                                                                             | *See Note Below        |                                             |                    | Building Permits               |
| (b) Next 300 lineal feet or fraction thereof                                                                                                                                                                                                  | *See Note Below        | \$ 40.00                                    | 01003-32200        | Building Permits               |
| (c) Each additional 500 lineal feet or fraction thereof                                                                                                                                                                                       | *See Note Below        | \$ 20.00                                    | 01003-32200        | Building Permits               |
| Construction or installation of individual of individual catch basins, manholes or junction boxes not erected in connection with an installation governed by 1 or 2 above                                                                     | *See Note Below        | \$ 15.00                                    | 01003-32200        | Building Permits               |
| All underground crossings of paved roads of widths of up to 25 feet of paving (open cut)                                                                                                                                                      |                        |                                             | 01003-32200        |                                |
| (a) For pipes sizes 18" or less in diameter, per cut                                                                                                                                                                                          | *See Note Below        | \$50.00 each                                |                    | Building Permits               |
| (b) For pipes sizes over 18" up to and including 48" diameter, per cut                                                                                                                                                                        | *See Note Below        |                                             | 01003-32200        | Building Permits               |
| (c) For pipes sizes greater than 48" diameter, per cut                                                                                                                                                                                        | *See Note Below        | \$ 100.00                                   | 01003-32200        | Building Permits               |
| All underground crossings of paved roads over 25 feet of paving width (open cut)                                                                                                                                                              |                        |                                             | 01003-32200        |                                |
| (a) For pipes sizes 18" or less in diameter, per cut                                                                                                                                                                                          | *See Note Below        | \$ 50.00                                    | 01003-32200        | Building Permits               |
| (b) For pipes sizes over 18" up to and including 48" diameter, per cut                                                                                                                                                                        | *See Note Below        | \$ 200.00                                   | 01003-32200        | Building Permits               |
| (c) For pipes sizes greater than 48" diameter, per cut                                                                                                                                                                                        | *See Note Below        |                                             | 01003-32200        | Building Permits               |
| All underground jack and bore crossings of paved Village roadways based on width of paving including median:                                                                                                                                  |                        |                                             | 01003-32200        |                                |
| (a) For pipe sizes 18" or less in diameter, per foot                                                                                                                                                                                          | *See Note Below        |                                             |                    | Building Permits               |
| (b) For pipe sizes over 18" up to and including 48" diameter, per foot                                                                                                                                                                        | *See Note Below        | \$ 2.00                                     | 01003-32200        | Building Permits               |
| (c) For pipe sizes greater than 48" diameter, per foot                                                                                                                                                                                        | *See Note Below        | \$ 4.00                                     | 01003-32200        | Building Permits               |
| Installation of a pole line for overhead facilities                                                                                                                                                                                           | *See Note Below        | \$ 6.00                                     | 01003-32200        | Building Permits               |
| (a) First 200 lineal feet or less                                                                                                                                                                                                             | *See Note Below        |                                             | 01003-32200        | Building Permits               |
| (b) Next 300 lineal feet or fraction thereof                                                                                                                                                                                                  | *See Note Below        | \$ 85.00                                    | 01003-32200        | Building Permits               |
| (c) Each additional 500 lineal feet or fraction thereof                                                                                                                                                                                       | *See Note Below        | \$ 50.00                                    | 01003-32200        | Building Permits               |
| Turnouts                                                                                                                                                                                                                                      | *See Note Below        | \$ 35.00                                    | 01003-32200        | Building Permits               |
| (a) Commercial turnout connection                                                                                                                                                                                                             | *See Note Below        |                                             | 01003-32200        | Building Permits               |
| (b) Residential turnout                                                                                                                                                                                                                       | *See Note Below        | \$ 250.00                                   | 01003-32200        | Building Permits               |
| (c) Where culverts are used in conjunction with turnout                                                                                                                                                                                       | *See Note Below        | \$ 50.00                                    | 01003-32200        | Building Permits               |
| Street Connections                                                                                                                                                                                                                            | *See Note Below        | \$2.00 /per foot                            | 01003-32200        | Building Permits               |
| (a) Paved street connection for tying into existing and/or new Village roads                                                                                                                                                                  | *See Note Below        |                                             | 01003-32200        | Building Permits               |
| (b) Where culverts are used in conjunction with street connections                                                                                                                                                                            | *See Note Below        | \$250.00/each                               | 01003-32200        | Building Permits               |
| All construction within or upon Village maintained rights-of-way including but not limited to turn lanes, new and expansion or existing roads and landscaping                                                                                 | *See Note Below        | \$2.00 /per foot                            | 01003-32200        | Building Permits               |
| <b>Planing, Zoning and Misc Development Applications</b>                                                                                                                                                                                      | *See Note Below        | 3% of cost                                  |                    | Building Permits               |
| (1) Reserved                                                                                                                                                                                                                                  | *See Note Below        |                                             |                    |                                |
| (2) Subdivisions                                                                                                                                                                                                                              | *See Note Below        |                                             |                    |                                |
| A. Master Plat                                                                                                                                                                                                                                | *See Note Below        | \$2,000.00 +<br>Professional Fees           | 01003-34120        | Planning Building & Zoning Fee |
| B. Minor Plat                                                                                                                                                                                                                                 | *See Note Below        | \$1,000.00 +<br>Professional Fees           | 01003-34120        | Planning Building & Zoning Fee |
| C. Major Plat                                                                                                                                                                                                                                 | *See Note Below        | \$1,500.00 +<br>Professional Fees           | 01003-34120        | Planning Building & Zoning Fee |
| (3) Land Use                                                                                                                                                                                                                                  | *See Note Below        |                                             |                    |                                |

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## Appendix A

| Schedule of Fees                                                                                                                                                                                                                                                                                                                                                                                                                          | Resolution<br>#2016-63 | Proposed<br>Resolution<br>#2017-35                              | Revenue<br>Account | Account Title                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------|--------------------|--------------------------------|
| <i>All filling fees are in addition to professional fees as indicated in Cost Recovery herein.</i>                                                                                                                                                                                                                                                                                                                                        |                        |                                                                 |                    |                                |
| (a) Site Plan / Landscape Plan / Building Design; Major/Planned Development                                                                                                                                                                                                                                                                                                                                                               | *See Note Below        |                                                                 |                    |                                |
| 1. Site Plan/Landscape Plan/Building Design; Manor                                                                                                                                                                                                                                                                                                                                                                                        | *See Note Below        | \$ 2,500.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| 2. Existing Tenant Space with Special Exception                                                                                                                                                                                                                                                                                                                                                                                           | *See Note Below        | \$ 1,000.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| 3. Administrative Approval/ Amendment (site plan, landscape plan, building design)                                                                                                                                                                                                                                                                                                                                                        | *See Note Below        | \$ 500.00                                                       | 01003-34120        | Planning Building & Zoning Fee |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        | \$ 500.00                                                       | 01003-34120        | Planning Building & Zoning Fee |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        | \$1,000.00 + \$250.00<br>for additional<br>concurrent variances | 01003-34120        | Planning Building & Zoning Fee |
| (b) Variance (District Standard) ; Multi-Family & Commercial (up to 2 variances)                                                                                                                                                                                                                                                                                                                                                          | *See Note Below        |                                                                 |                    |                                |
| 1. Variance (District Standard); Single Family                                                                                                                                                                                                                                                                                                                                                                                            | *See Note Below        | \$ 300.00                                                       | 01003-34120        | Planning Building & Zoning Fee |
| 2. Administrative Variance; Multi-Family & Commercial                                                                                                                                                                                                                                                                                                                                                                                     | *See Note Below        | \$ 500.00                                                       | 01003-34120        | Planning Building & Zoning Fee |
| 3. Administrative Variance; Single Family                                                                                                                                                                                                                                                                                                                                                                                                 | *See Note Below        | \$ 300.00                                                       | 01003-34120        | Planning Building & Zoning Fee |
| 4. Variance; Hours of Operation                                                                                                                                                                                                                                                                                                                                                                                                           | *See Note Below        | \$ 1,000.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| 5. Variance; Sign                                                                                                                                                                                                                                                                                                                                                                                                                         | *See Note Below        | \$ 1,000.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| (c ) Special Exception Use                                                                                                                                                                                                                                                                                                                                                                                                                | *See Note Below        | \$ 1,000.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| (d) Temporary Use Licence Agreement / Permit Application                                                                                                                                                                                                                                                                                                                                                                                  | *See Note Below        | \$ 1,000.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| (e ) Abandonment ( easement and/or right-of-way)                                                                                                                                                                                                                                                                                                                                                                                          | *See Note Below        | \$ 1,500.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| (f) Rezoning (except with annexation)                                                                                                                                                                                                                                                                                                                                                                                                     | *See Note Below        | \$ 750.00                                                       | 01003-34120        | Planning Building & Zoning Fee |
| (g) Comprehensive Plan / LDR Amendment                                                                                                                                                                                                                                                                                                                                                                                                    | *See Note Below        |                                                                 | 01003-34120        | Planning Building & Zoning Fee |
| Future Land Use Map Amendment (FLUM)                                                                                                                                                                                                                                                                                                                                                                                                      | *See Note Below        | \$ 1,000.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| Comprehensive Plan Amendment (text)                                                                                                                                                                                                                                                                                                                                                                                                       | *See Note Below        | \$ 3,000.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| LDR/Zoning Change (text)                                                                                                                                                                                                                                                                                                                                                                                                                  | *See Note Below        | \$ 1,500.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        | \$50.00 + actual costs<br>of professional fees                  | 01003-34120        | Planning Building & Zoning Fee |
| (h) Deed Restriction / Unity of Title                                                                                                                                                                                                                                                                                                                                                                                                     | *See Note Below        |                                                                 |                    |                                |
| (i) LDB Order Amendment (conditions of approval)                                                                                                                                                                                                                                                                                                                                                                                          | *See Note Below        | \$ 1,000.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| (j) Major Development Order Amendment (conditions of approval)                                                                                                                                                                                                                                                                                                                                                                            | *See Note Below        | \$ 2,500.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
| (k) Appeal of Planning, Zoning & Building Director interpretation / opinion/administrative decision                                                                                                                                                                                                                                                                                                                                       | *See Note Below        | \$ 350.00                                                       | 01003-34120        | Planning Building & Zoning Fee |
| (l) Engineering Escrow Deposit                                                                                                                                                                                                                                                                                                                                                                                                            | *See Note Below        | Varies by project                                               | 01000-22003        | Escrow Deposit                 |
| (m) Master Sign Plan                                                                                                                                                                                                                                                                                                                                                                                                                      | *See Note Below        | \$ 500.00                                                       | 01003-34120        | Planning Building & Zoning Fee |
| (n) Site Plan Amendment (Minor/Major/PD)                                                                                                                                                                                                                                                                                                                                                                                                  | *See Note Below        | \$ 1,000.00                                                     | 01003-34120        | Planning Building & Zoning Fee |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           | *See Note Below        |                                                                 |                    |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        | Per Chapter 70,<br>Article IV                                   | 01003-32100        |                                |
| (o) Local Business Tax                                                                                                                                                                                                                                                                                                                                                                                                                    | *See Note Below        |                                                                 |                    | Occupational Business Tax      |
| (p) Business Permit (county license)                                                                                                                                                                                                                                                                                                                                                                                                      | *See Note Below        | \$52.50                                                         | 01003-32111        | Business Permit                |
| (q) Rental Business Permit Fee                                                                                                                                                                                                                                                                                                                                                                                                            | *See Note Below        | \$52.50/ Dwelling units                                         | 01003-32111        | Business Permit                |
| Cost Recovery: Applicant is responsible for the cost recovery of administrative, engineering, legal review and/or any other professional services required in conjunction with any application, including public notice costs such as advertising costs, postage etc. An escrow deposit may be required.                                                                                                                                  |                        |                                                                 | 01003-34120        | Planning Building & Zoning Fee |
| (4) Impact Fees                                                                                                                                                                                                                                                                                                                                                                                                                           | *See Note Below        |                                                                 |                    |                                |
| (a) Law Enforcement                                                                                                                                                                                                                                                                                                                                                                                                                       | *See Note Below        |                                                                 |                    |                                |
| Single Family Detached                                                                                                                                                                                                                                                                                                                                                                                                                    | *See Note Below        |                                                                 |                    |                                |
| Single Family Attached                                                                                                                                                                                                                                                                                                                                                                                                                    | *See Note Below        | \$ 131.80                                                       | 01003-36321        | Law Enforcement Impact Fee     |
| Multi-Family                                                                                                                                                                                                                                                                                                                                                                                                                              | *See Note Below        | \$ 131.80                                                       | 01003-36321        | Law Enforcement Impact Fee     |
| Retail per 1,000 square feet                                                                                                                                                                                                                                                                                                                                                                                                              | *See Note Below        | \$ 131.80                                                       | 01003-36321        | Law Enforcement Impact Fee     |
| Office per 1,000 square feet                                                                                                                                                                                                                                                                                                                                                                                                              | *See Note Below        | \$ 44.45                                                        | 01003-36321        | Law Enforcement Impact Fee     |
| Medical Office per 1,000 square feet                                                                                                                                                                                                                                                                                                                                                                                                      | *See Note Below        | \$ 56.53                                                        | 01003-36321        | Law Enforcement Impact Fee     |
| Warehouse per 1,000 square feet                                                                                                                                                                                                                                                                                                                                                                                                           | *See Note Below        | \$ 49.45                                                        | 01003-36321        | Law Enforcement Impact Fee     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           | *See Note Below        | \$ 9.34                                                         | 01003-36321        | Law Enforcement Impact Fee     |
| (b) Parks and Recreation                                                                                                                                                                                                                                                                                                                                                                                                                  | *See Note Below        |                                                                 |                    |                                |
| Fee Calculation: The charge per dwelling unit shall be determined by dividing the current annual parks and recreation budget (operating and capital) by the number of dwelling units contained within the Village of Palm Springs. The number of households is calculated by dividing the population as determined by the University of Florida Bureau and Economic Research, BEBR, by the persons per household also determined by BEBR. |                        |                                                                 |                    |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                           | *See Note Below        |                                                                 | 01003-36327        | Recreation Impact Fee          |

## Appendix A

| Schedule of Fees        | Resolution<br>#2016-63 | Proposed<br>Resolution<br>#2017-35                                                                               | Revenue<br>Account         | Account Title                  |
|-------------------------|------------------------|------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------|
| (5) Utility/ Civil Plan | *See Note Below        | \$1200 +<br>engineering cost<br>recovery<br>01003-34121<br>1+ acres = \$250<br>+<br>engineering cost<br>recovery | 01003-34121<br>01003-34120 | Plan Review Fee                |
| (6) Land Alteration     | *See Note Below        | recovery                                                                                                         |                            | Planning Building & Zoning Fee |

**\*NOTE:** These are not new fees. However, they were adopted under various resolutions outside the fee schedule. This consolidates most fees charged by the Village under one resolution.

## Exhibit B - Permit Fees

a) Permit Fees. A permit fee shall be calculated by using the appropriate figure in Table 1.1 below and the fee shall not be less than \$60.00. The permit fee shall be paid at the time of filing the permit application. The formula for principle structures shall be used to verify the cost estimate submitted by the contractor. The larger value of the estimated cost and the calculated cost shall be used for fee determination. The Planning, Zoning & Building Director or Building Official at his discretion can request a copy of the contract for his records. A primary permit fee will include the fee for all sub-permits, provided the necessary information is completely and adequately detailed on the plans and other information submitted.

b) Work Commencing Before Permit Issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a penalty of 100 percent of the usual permit fee, in addition to the required permit fees, plus penalty fees up to 300 percent the usual permit fee, as decided by the Planning, Zoning & Building Director.

**Table 1.1**

Permit Fee Formulas:

Principle structures  $1, 2 = (\text{Unit rates} \times \text{Floor area}) \times \text{Percentage}$   
General Improvements and Service Systems  $3 = \text{Estimated Value} \times \text{Percentage}$   
Demolition = 2.5% of contract value, but not less than \$60.00<sup>4</sup>

Notes:

1. As determined by the building official.
2. Structures or improvements, which can be calculated by the square footage method
3. Systems such as electrical services, swimming pools, tenant improvements and renovations which cannot be calculated by the square footage method.
4. The minimum permit fee shall not be less than \$60.00.
5. Unit rates are found in the most recent version of the International Code Council's Square Foot Construction Costs Table within the Building Valuation Data at <http://www.iccsafe.org/cs/pages/bvd.aspx>
6. Floor area means the total area under roof, including all and any porches, garages and entryways (square feet).
7. Percentages are those found in Table 1.3
8. Estimated value is the average cost of all building material and labor to complete the task. This cost must be able to be verified by the building official using recognized construction cost data.
9. The estimated value of the work being done will be rounded up or down to the nearest thousand.

**Table 1.2**

*Percentages X Value*

2.5% = the first \$50,000 plus  
1.75% = over \$50,000



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Administration

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**ITEM #5:** Resolution 2017-36 - Public Nuisance Abatement Program - Record Special Assessment Liens (Village Abatement Costs)

**SUMMARY:** In accordance with the procedures outlined within the Nuisance Abatement section of the Village Code (Resolution No. 2011-78 - November 10, 2011), the liens that have been incurred by the Village to abate unsafe and unhealthy conditions from foreclosed, neglected and/or abandoned homes must be updated and recorded to ensure reimbursement from the property owner (at some future point in time).

Pursuant to Section 170.21 Florida Statutes, the costs expended in manpower, supplies and equipment to maintain these properties in a safe condition are considered a municipal service that benefited a particular property. As a result, the Village maintains the legal authority to levy a special assessment lien (which survives a foreclosure) to recover all costs incurred.

The proposed Resolution contains a list of forty two (42) properties totaling \$43,928.70 that are requested to be approved by the Village Council as a special assessment lien.

If approved, the Resolution and associated liens will be forwarded to the PBC Clerk of the Courts to be recorded in the public records of Palm Beach County.

**FISCAL IMPACT:**

The proposed special assessment liens will enable the Village to recover previously paid expenditures to ensure the health and safety of our community.

**ATTACHMENTS:**

1. Proposed Resolution No. 2017-36 - Public Nuisance Abatement Program
2. Exhibit A - Nuisance Abatement List of Properties & Abatement Costs
3. Advertisement - Lake Worth Herald - August 17 and 24, 2017



## RESOLUTION NO. 2017-36

**A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, DOCUMENTING THE ASSESSMENT OF THE COSTS INCURRED BY THE VILLAGE PURSUANT TO SECTION 10-22 OF THE VILLAGE CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES WITHIN THE VILLAGE; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**WHEREAS**, the Village of Palm Springs, Florida has, pursuant to Sections 10-11 through 10-27 of the Code of Ordinances of the Village of Palm Springs, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 10-19 of said Code by reason of the existence of debris, vegetation, tree, or other matter thereon and thereby created a hazard declared to be a public nuisance; and

**WHEREAS**, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

**WHEREAS**, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

**WHEREAS**, the lots have been cleared of debris, vegetation, tree or other public nuisance thereon by the Village or its contractor at a cost to the Village as set forth below; and

**WHEREAS**, it is recommended that in accordance with Section 10-22 of the Code of Ordinances of the Village of Palm Springs, the costs incurred to abate said nuisances, which are assessed against the respective properties as special assessment liens, be hereby documented and recorded against the properties in the Public Records of the Palm Beach County, Florida.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, that:**

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** Legislative Determinations. It is hereby ascertained and declared that the lot clearing on the properties listed in **Exhibit "A"** (attached hereto and incorporated herein) provided a special benefit to each parcel assessed, based upon the

following legislative determinations:

(A) It is hereby ascertained, determined, and declared that each assessed parcel has benefitted by the Village's provision of lot clearing services in an amount not less than the amount of the lot clearing services costs imposed against each parcel.

(B) It is fair and reasonable to assess the lot clearing services costs in the amounts actually expended by the Village to benefit each assessed parcel.

**Section 3.** In accordance with Section 10-22 of the Code of Ordinances, at the time services were provided, all costs incurred by the Village in the abatement of nuisances on the following parcels of land, along with an administrative fee, were levied and assessed against said properties as municipal special assessment liens on the properties identified and in the amounts indicated on the attached "**Exhibit A**". To each of the aforesaid lien amounts shall be added the cost to reimburse the Village to record each lien in the Public Records of Palm Beach County, Florida. The Village Council is hereby documenting such special assessment liens through this Resolution.

**Section 4.** Said liens shall be prior in dignity to all other liens, encumbrances, titles and claims against the property and equal in rank and dignity with ad valorem taxes and shall remain on such property until paid. A failure to pay any such lien, even a lien upon homesteaded property, may result in a loss of title to property.

**Section 5.** Said special assessment liens shall bear interest from the date of adoption of this Resolution at the legal rate until fully paid.

**Section 6.** The Village Clerk is hereby directed to record a certified copy of this Resolution in the Public Records of Palm Beach County, Florida. The failure to record a certified copy of this Resolution shall not affect the validity of any special assessment.

**Section 7.** The Village Clerk is hereby directed to mail a copy of this Resolution to the owners of the parcels of land levied hereby at the last known address of such owner.

**Section 8.** Such assessment liens, together with interest, administrative fees costs, and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed, pursuant to the Code of Ordinances of the Village of Palm Springs and applicable provisions of law. Such assessment liens, if they remain unpaid, may also be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat. or through any other remedy available at law or in equity.

**Section 9.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

**Section 10.** If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or

applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of this Resolution are declared severable.

**Section 11.** This Resolution shall take effect upon adoption.

Council Member \_\_\_\_\_ offered the foregoing resolution.  
Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAWN MARIE COX, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**EXHIBIT A**

| <u>Property Address</u> | <u>PCN</u>              | <u>Legal Description</u>                                                                             | <u>Amount</u> |
|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------|---------------|
| 3715 10th Avenue        | 70-43-44-19-13-000-0280 | LAKEWOOD GARDENS PL 3 LT 28 (LESS S 15 FT 10TH AVE N R/W)                                            | \$ 188.50     |
| 3022 Ford Road          | 70-43-44-19-20-000-0140 | SUB 19-44-43 S 75 FT OF N 150 FT OF E 119 FT OF TR 16                                                | \$ 5,897.00   |
| 309 Masters Road        | 70-43-44-18-07-001-0080 | VILLAGE OF PALM SPRINGS PLAT 2LT 8 BLK 1                                                             | \$ 410.00     |
| 4397 Barbridge Road     | 70-42-44-12-00-000-5340 | 12-44-42, E 148.8 FT OF W 1/2 OF N 1/4 OF S 1/2 OF SW 1/4 OF SE 1/4                                  | \$ 1,360.00   |
| 377 Lanier Road         | 70-43-44-18-06-064-0070 | VILLAGE OF PALM SPRINGS PL 1 LOT 2 BLK 64                                                            | \$ 1,445.00   |
| 3100 Evans Drive        | 70-43-44-19-20-015-0090 | SUB 19-44-43 N 65 FT OF S 818 FT OF E 165 FT OF TR 15 /LESS E 20 FT RD R/W/                          | \$ 340.00     |
| 133 San Juan Drive      | 70-43-44-19-01-074-0230 | VILLAGE OF PALM SPRINGS PL 3 LOT 23 BLK 74                                                           | \$ 1,190.00   |
| 312 East Lake Road      | 70-43-44-18-07-015-0240 | VILLAGE OF PALM SPRINGS PL 2 LT 24 BLK 15                                                            | \$ 935.00     |
| 3817 Riedel Avenue      | 70-43-44-19-08-000-0140 | LAKE ECHO LT 14                                                                                      | \$ 647.50     |
| 4067 Dale Road          | 70-42-44-13-09-003-0300 | 13-44-42 W 50 FT OF E 370 FT OF S 136 FT OF N 669 FT & W 25 FT OF E 395 FT OF S 40 FT OF N 573 FT    | \$ 2,210.00   |
| 352 Cavalier Road       | 70-43-44-18-07-011-0340 | VILLAGE OF PALM SPRINGS PLAT 2LT 34 BLK 11                                                           | \$ 1,870.00   |
| 3734 Gulfstream Road    | 70-43-44-19-11-004-0011 | LAKEWOOD GARDENS PLAT 1 S 100 FT OF W 104 FT                                                         | \$ 2,172.93   |
| 3575 Coconut Road       | 70-43-44-19-11-004-0202 | LAKEWOOD GARDENS PLAT 1 N 1/2 OF E 1/2 OF TR 20 BLK 4                                                | \$ 1,020.00   |
| 3207 Meadow Rd          | 70-43-44-18-05-004-0060 | FROST PARK LT 6 BLK 4                                                                                | \$ 340.00     |
| 453 Alemeda             | 70-43-44-18-08-025-0040 | VILLAGE OF PALM SPRINGS PL 4 LT 4 BLK 25                                                             | \$ 1,530.00   |
| 3797 Lakewood Road A    | 70-43-44-19-11-003-0041 | LAKEWOOD GARDENS PL 1 S 157.18 FT OF TR 4 BLK 3                                                      | \$ 4,089.25   |
| 3589 Hunt Road          | 70-43-44-19-18-000-0030 | SUNSHINE ACRES LOT 3                                                                                 | \$ 510.00     |
| 420 Kirk Road           | 70-43-44-18-08-024-0090 | VILLAGE OF PALM SPRINGS PL 4 LT 9 BLK 24                                                             | \$ 364.06     |
| 341 Henthorne Drive     | 70-43-44-18-06-096-0080 | VILLAGE OF PALM SPRINGS PLAT 1LT 8 BLK 96                                                            | \$ 340.00     |
| 120 Davis Road          | 70-43-44-18-09-088-0080 | VILLAGE OF PALM SPRINGS PL 5 LOT 8 BLK 88                                                            | \$ 680.00     |
| 3937 Kirk Road          | 70-42-44-24-02-001-0160 | BEVERLY PARK ADD TO LAKE WORTH LTS 16, 17 & S 10 FT OF LT 18, S 10 FT OF LT 117, LTS 118 & 119 BLK 1 | \$ 3,184.90   |

**EXHIBIT A**

|                        |                         |                                                                                                                        |                     |
|------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------|
| Meadow Road (vacant)   | 70-43-44-18-05-005-0070 | FROST PARK LT 7 BLK 5                                                                                                  | \$ 935.00           |
| 416 Cypress Lane       | 70-43-44-18-08-027-0130 | VILLAGE OF PALM SPRINGS PL 4 LOT 13 BLK 27                                                                             | \$ 170.00           |
| 3955 Kirk Road         | 70-42-44-24-02-001-0131 | BEVERLY PARK ADD TO LAKE WORTHN 1/2 OF LT 13, LTS 14 & 15 (LESS E 22 FT KIRK RD R/W), LTS 120, 121 & N 1/2 OF LT 122 B | \$ 1,390.00         |
| 17 Miller Road 1       | 70-43-44-19-21-001-0020 | RESUB OF TRS 47 TO 50 INC & N 18 FT OF TRS 57 & 58 TR 1 (LESS W 276 FT)                                                | \$ 426.78           |
| 1478 S. Congress       | 70-43-44-08-10-003-0022 | LAGUNA PARK NO 1 S 12 FT OF LT 2 & LT 3 /LESS W 17 FT/ BLK 3                                                           | \$ 680.00           |
| 3692 Lakewood Road     | 70-43-44-19-11-002-0103 | LAKEWOOD GARDENS PLAT 1 E 70 FT OF TR 10 BLK 2                                                                         | \$ 2,217.50         |
| 3696 Coconut Road      | 70-43-44-19-11-004-0047 | LAKEWOOD GARDENS PL NO 1 N 100 FT OF TR 4 BLK 4                                                                        | \$ 340.00           |
| 3960 Lakewood Road     | 70-43-44-19-20-066-0012 | SUB 19-44-43, N 110 FT OF W 66 FT OF THE E 172 FT OF TR 66                                                             | \$ 683.35           |
| 3871 Edwards Avenue    | 70-43-44-19-20-066-0091 | SUB 19-44-43 N 50 FT OF S 715 FT OF E 172 FT OF TR 66                                                                  | \$ 1,512.60         |
| 3673 Coconut Road      | 70-43-44-19-11-004-0223 | LAKEWOOD GARDENS PLAT 1 E 1/2 OF TRS 22 & 23 /LESS E 165 FT OF N 60 FT OF TR 22/ BLK 4                                 | \$ 255.00           |
| 3393 10th Avenue North | 70-43-44-19-03-000-0070 | VILLAGE OF PALM SPRINGS PL 7 LT 7A                                                                                     | \$ 85.00            |
| 300 Riverdale Road     | 70-43-44-18-07-004-0080 | VILLAGE OF PALM SPRINGS PL 2 LOT 8 BLK 4                                                                               | \$ 85.00            |
| 3920 Canal 9 Road      | 70-43-44-18-00-000-7320 | 18-44-43, W 115 FT OF E 975 FTOF S 298.3 FT OF N 378.3 FT OF NW 1/4 OF SW 1/4                                          | \$ 85.00            |
| 4115 Luzon Avenue      | 70-42-44-24-12-000-0070 | MANILA PARK LT 7                                                                                                       | \$ 855.14           |
| 4078 Narcissus         | 70-42-44-24-19-000-0170 | SUNNY BROOK ACRES LOT 17                                                                                               | \$ 340.00           |
| 3467 10th Avenue North | 70-43-44-19-03-000-0020 | VILLAGE OF PALM SPRINGS PL 7 LT 2-A                                                                                    | \$ 595.00           |
| 120 Pleasant Place     | 70-43-44-19-11-004-0072 | LAKEWOOD GARDENS PLAT NO 1 N 75 FT OF TR 7 (LESS E 176.86 FT & W 5 FT PLEASANT PL R/W)                                 | \$ 1,020.00         |
| 3694 Patio Court       | 70-42-44-24-16-000-0130 | PLEASANT GROVE LOT 13                                                                                                  | \$ 594.19           |
| 3942 Dale Road         | 70-43-44-18-00-000-7400 | 18-44-43, E 55.3 FT OF W 380.3FT OF N 309 FT OF S 644 FT OF NW 1/4 OF SW 1/4                                           | \$ 255.00           |
| 3126 Alice Drive       | 70-43-44-17-04-000-0330 | BANDLOW SUBD FIRST ADD LT 33                                                                                           | \$ 255.00           |
| 345 Osborne Drive      | 70-43-44-18-06-094-0070 | VILLAGE OF PALM SPRINGS PLAT 1LT 7 BLK 94                                                                              | \$ 425.00           |
| <b>Total</b>           |                         |                                                                                                                        | <b>\$ 43,928.70</b> |

THE  
LAKE WORTH HERALD

Published Once a Week

Lake Worth, Palm Beach County, Florida

STATE OF FLORIDA  
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

The Village of Palm Springs yearly Notice of Abatement

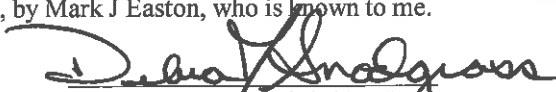
was published in said newspaper in the issue of

August 17, 2017

Affiant further says that the said The Lake Worth Herald is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 17th day of August, 2017, by Mark J Easton, who is known to me.

  
Notary Public, State of Florida at Large

 DEBRA J SNODGRASS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Commission# FF045522  
Expires 9/18/2017



**ATTENTION OWNERS. AGENTS.**  
**CUSTODIANS. LESSEES**  
**AND OCCUPANTS OF REAL**  
**PROPERTY WITHIN THE**  
**VILLAGE OF PALM SPRINGS**

You are hereby notified that you are required by law to cut and prevent the excessive accumulation of weeds, underbrush, grass or other dead and living plant life upon your improved property; to remove any trash, waste, rubble, debris, refuse, abandoned appliance, or other noxious matter or condition located on any property owned, controlled or occupied by you in the Village of Palm Springs; and that upon your failure to do so, the Village of Palm Springs will institute nuisance abatement proceedings against your property and cause such nuisance to be abated. The cost of such abatement will constitute a special assessment lien against the property on which the nuisance is located. Such special assessment lien shall be coequal with the lien of all state, county, district, and municipal taxes and superior in dignity to mortgages and all other liens, irrespective of the date of the recording of the municipal lien or the date of the recording of any mortgage or any other lien on real property. A failure to pay said lien, even such lien upon homesteaded property, may result in a loss of title to your property."

Kimberly M. Wynn, Village Clerk  
Village of Palm Springs, Florida  
Publish: The Lake Worth Herald, August 17 and  
August 24, 2017



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Administration

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**ITEM #6:** Approve Second Amendment to Manager Employment Agreement

**SUMMARY:** During the July 27, 2017 Council Meeting, the Village Council discussed the Village Manager's annual evaluation and provided consensus to amending the "Manager" Employment Agreement Between Village of Palm Springs and Richard J. Reade" (Agreement). As a result, the Village Attorney has prepared a Second Amendment to the Agreement that includes the following changes:

- Increasing the Manager's Salary by 5% effective the first payroll after August 7, 2017
- Authorizing the Manager to use his Village issued credit card (or be reimbursed) up to \$2,400 a year for Village related expenditures, which are hereby determined to serve a public purpose

The proposed Second Amendment would be effective upon the approval of the Village Council. Further, all other provisions of this Agreement would remain in effect.

**FISCAL IMPACT:**

Funds to support the proposed Second Amendment are available within the FY 2017 Budget - General Fund and are included within the proposed FY 2018 Budget - General Fund.

**ATTACHMENTS:**

1. Proposed Second Amendment to Manager Employment Agreement

**SECOND AMENDMENT TO THE MANAGER EMPLOYMENT AGREEMENT  
BETWEEN VILLAGE OF PALM SPRINGS  
and RICHARD J. READE**

This second amendment to the Manager Employment Agreement is made and entered into this \_\_\_\_ day of September, 2017, by and between the VILLAGE OF PALM SPRINGS, (hereinafter referred to as "EMPLOYER") and RICHARD J. READE (hereinafter referred to as "MANAGER").

**WHEREAS**, on June 27, 2013, the parties had entered into a Manager Employment Agreement which set the Manager's annual salary at \$130,000.00;

**WHEREAS**, on August 28, 2014, the parties agreed, at a public meeting, to a 4% increase in the Manager's annual salary to \$135,200.00;

**WHEREAS**, on July 23, 2015, the parties agreed, at a public meeting, to amend the Agreement and entered into a First Amendment to said Employment Agreement;

**WHEREAS**, on August 11, 2016, the parties agreed, at a public meeting, to a 4% increase in the Manager's annual salary to \$146,307.20 effective October 1, 2016;

**WHEREAS**, on August 7, 2017, the parties agreed, at a public meeting, to a 5% increase in the Manager's salary to \$153,628.80, effective the first payroll after August 7, 2017; and

**WHEREAS**, the parties have decided to amend said Agreement.

**NOW THEREFORE**, the parties intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Section V, A, is amended by increasing the Manager's currently salary (\$146,307.20) by 5% to \$153,628.80, effective the first payroll after August 7, 2017.
2. Section IV B is amended to add a new paragraph 10, as follows:
  10. The Manager is authorized to use his Village issued credit card (or be reimbursed) up to \$2,400 a year for Village related expenditures, which are hereby determined to serve a public purpose.
3. This Second Amendment to the MANAGER's Employment Agreement is effective August 7, 2017.



In all other respects, the provisions of the Manager Employment Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to the Manager Employment Agreement to be executed by their duly authorized officials.

Signed in the presence of:

VILLAGE OF PALM SPRINGS

\_\_\_\_\_  
BEV SMITH, MAYOR

\_\_\_\_\_  
RICHARD J. READE, VILLAGE MANAGER

ATTEST:

\_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Administration

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**ITEM #7:** Approve Agreement - Lien Reduction - Plantation Plaza, LLC - 2640 South Military Trail

**SUMMARY:** Plantation Plaza, which is located at 2640 South Military Trail (north of Cresthaven Boulevard - across from the Winn Dixie Plaza), maintains a number of commercial uses (i.e., retail stores, restaurants, night club, etc.). As of August 8, 2017, the property has accrued more than \$8.23 million in fines from code violations since 2012 - primarily associated with the operation of the nightclub. Additionally, there is \$8,097.50 in unpaid police special detail fees as a result of the nightclub.

The nightclub has now been closed and the code violations remedied; however, the fines/ lien is remaining. As a result, Plantation Plaza is requesting that the Village consider reducing the accrued lien on the property. In exchange for the lien reduction Plantation Plaza agrees that its annexation agreement (dated November 13, 2012) shall be null and void and that no portion of the property shall be used and/or leased for the purpose of a nightclub, bar or adult entertainment, as defined in the Village Code either now or in the future. Plantation Plaza shall also execute a restrictive covenant providing for the same. Additionally, Plantation Plaza shall pay a reduced lien amount of \$75,000 and the outstanding police detail fees to the Village within 30 days of approval.

Further, the proposed agreement would provide that all restaurant uses would operate in accordance with the hours permitted within the Village Code except for two existing restaurants: La Perrada Del Gordo – that will be permitted to continue to operate in accordance with the hours provided in the letter dated June 16, 2011 and Angel Roque's Place Piano Restaurant - that will be permitted to continue to operate in accordance with the hours provided in the approved variance PSV16-03 (Resolution No. 2016-55 - July 14, 2017). Also, the owner of the Plantation Plaza has agreed to execute a cross-access easement to provide connectivity to the proposed Cumberland Farms property to the south to ensure safer vehicular circulation. Plantation Plaza further agrees to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at Plantation Plaza's sole expense.

Note: If the Del Gordo restaurant is closed for more than one month, or, if the ownership changes (as outlined in the proposed agreement), the restaurant will be required to comply with the Village's existing restaurant regulations.

If Council approves this agreement it should be conditioned upon the payment of all amounts listed in the agreement as well as execution of the agreement, the restrictive covenant and the cross access easement. It is recommended that the lien release not be issued until all of these items are completed.

The proposed Agreement was prepared by the Village Attorney and reviewed by the Land Development Director and the Police Chief and would supersede the earlier Annexation Agreement.

**FISCAL IMPACT:**

The proposed request does not have a fiscal impact to the Village.

**ATTACHMENTS:**

1. Proposed Agreement Between the Village of Palm Springs, Florida and Plantation Plaza, LLC
2. Stipulation and Agreed Order - Code Enforcement Case No. 2012-50 -Nov 2012
3. Annexation Agreement - Plantation Plaza - November 2012
4. Letter between Miquel Martinez and the previous Village Manager - June 2011
5. Resolution No. 2016-55 - July 14, 2016

**AGREEMENT BETWEEN THE VILLAGE OF PALM SPRINGS, FLORIDA  
AND  
PLANTATION PLAZA, LLC,**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Village of Palm Springs, Florida, located at 226 Cypress Lane, Palm Springs, Florida, 33309 (Village), and Plantation Plaza, LLC (Plantation Plaza), regarding the real property located at 2640 South Military Trail, Palm Springs, Florida, and more particularly described in that warranty deed recorded in official records of Palm Beach County, Florida, at Book 14207, page 1488-1489.

WHEREAS, Plantation Plaza is the owner of commercial property located at 2640 South Military Trail which is located within the Village of Palm Springs, Florida, ("Village"); and

WHEREAS, the parties had previously entered into an agreement dated November 13, 2012 allowing Plantation Plaza to lease bays 23-28 to an entity to be operated as a non-conforming nightclub where alcohol may be served until 5:00 a.m.; and

WHEREAS, Plantation Plaza has incurred code liens to date in excess of \$8,232,749.28 on the property primarily due to violations associated with the operation of the nightclub; and

WHEREAS, Plantation Plaza and the Village agree that the lien on the property is resolved in accordance with the terms of this Agreement; and

WHEREAS, Plantation Plaza would like the lien reduced and in exchange for the reduction Plantation Plaza agrees that the agreement between the parties dated November 13, 2012 shall be replaced and superseded by this Agreement and that no portion of the property located at 2640 S. Military Trail shall be used for nightclub, bar or adult entertainment purposes, as defined in the Village Code, nor shall Plantation Plaza lease or rent any space to any entity requesting to use any portion of the property for nightclub, bar or adult entertainment purposes; and

WHEREAS, Plantation Plaza and the Village wish to enter into this Agreement for the reasons stated above.

**NOW, THEREFORE**, in consideration of the mutual conditions set-forth below, the sufficiency of which is hereby acknowledged by both Parties, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Agreement.
2. The Agreement between parties, dated November 13, 2012 provided that a

nightclub use was allowed on the property as a non-conforming use and that alcohol was allowed to be served on the property, in conjunction with the nightclub use, until 5:00 a.m.

3. Plantation Plaza has incurred liens on the property in the amount of \$8,232,749.28 as of August 8, 2017 based on code violations that have accrued on the property located at 2640 S. Military Trail, Palm Springs, FL, based on Code Case No. 2012-50.

4. Plantation Plaza agrees that the agreement between the parties dated November 13, 2012 shall be considered null and void and superseded and replaced in its entirety by this Agreement and that Plantation Plaza, its heirs, successors and assigns shall not lease, rent or convey the property to any entity to be used for nightclub, bar or adult entertainment purposes (as defined by the Village Code) or allow the property or any portion thereof to be used for nightclub, bar or adult entertainment purposes. Plantation Plaza further agrees that it nor its agent shall not seek any special exception, variance or other relief from the Village in order to allow a nightclub, bar or adult entertainment use on the property nor shall Plantation Plaza authorize a tenant to seek such authorization. Plantation Plaza further agrees to a restrictive covenant, attached hereto as Exhibit A, to provide that no nightclub, bar or adult entertainment use shall be allowed to operate on the property and that such restrictive covenant shall apply to all heirs, successors and assigns of Plantation Plaza LLC. Plantation Plaza further agrees that all uses on the property must comply with the current code requirements (not operating after 11:00 p.m.) as it may be amended, except for the La Perrada Del Gordo, Inc. restaurant which shall be allowed to continue to operate in accordance with the hours provided in the letter dated June 16, 2011 between Miguel Martinez and the Village Manager. However, if at any time the restaurant ceases to operate, for any period of time, (which means if the restaurant is closed for a period of time that is greater than one month, excluding vacation or religious observation periods) or the ownership, or corporate assets of the restaurant changes, (which means if any portion of the ownership of the restaurant, whether that portion if a percentage of the restaurant or a percentage of the stock or assets of any legal entity that has an ownership interest in the restaurant) the restaurant shall be required to comply with the then current Village regulations governing restaurant usage. The Piano Restaurant, also located on the property, obtained a variance and is allowed to stay open until midnight on Friday and Saturday nights, in accordance with the variance.

The tenant that had occupied bays 23-28 on the property incurred \$8,097.50 in police extra duty detail costs, as well as return check service charges, which have not been paid to date. Plantation Plaza agrees to pay these funds, by cashier's check or electronic funds transfer, to the Village within 30 days of the execution of this Agreement. There shall be no reduction of lien until these funds are paid.

Plantation Plaza further agrees to execute the attached cross access easement, prior to approval of this Agreement by the Village, to connect to the property to the south,

Cumberland Farms property, and to provide for the closure of the southern driveway exit to Military Trail, subject to the opening of the cross access with the Cumberland Farms property. Plantation Plaza shall have a period of one year in order to close the southern driveway.

Plantation Plaza also agrees to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at Plantation Plaza's sole expense.

As consideration for the above, the Village agrees to reduce the lien amount of \$8,232,749.28 to \$75,000.00. This amount, plus the administrative fee for the code case, in the amount of \$326.90, must be paid, by electronic funds transfer or cashier's check, within 30 days of the execution of this Agreement and prior to any lien release issued by the Village. Upon the payment of the \$75,326.90 plus the \$8,097.50 to the Village and the recording of this agreement and the restrictive covenant, the Village shall issue a release of lien to Plantation Plaza.

5. Plantation Plaza asserts that it is the sole owner of the property and that its representative, Paul Feldman, has the right to execute this Agreement.

6. In addition to any other legal remedy at law or equity, this Agreement may be enforced through the Village's code enforcement processes set forth in Chapter 2 "Administration", Article V "Code Enforcement" of the Code of Ordinances. The parties agree that the Village's Code Enforcement Special Magistrate shall have jurisdiction over this agreement and to determine if there is a breach of the agreement. The Village shall also have all rights and remedies for enforcement as set forth in the restrictive covenant.

7. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties.

8. This Agreement shall be governed and construed according to the laws of the State of Florida, and venue shall be in Palm Beach County, Florida.

9. This writing embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to this subject matter that are not merged and superseded.

10. Upon the execution of this Agreement, the Village is under no obligation to issue any building permit or other approval associated with this property where the Village deems such permit or approval would be a violation of this Agreement.

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

VILLAGE OF PALM SPRINGS

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

By: \_\_\_\_\_  
Bev Smith, Mayor

Approved as to Form:

\_\_\_\_\_  
Village Attorney

WITNESSES:

Anabel Ferreira Barral  
(Name Printed or Typed)

Paul M. Sanchez  
(Name Printed or Typed)

PLANTATION PLAZA, LLC

By: \_\_\_\_\_

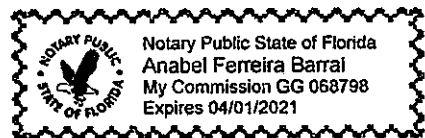
State of Florida

County of ~~Palm Springs~~ MANUEL-DANE

BEFORE ME, the foregoing instrument, this 1st day of September, 2017, was acknowledged by Paul FELDMAN, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 1st day of September, 2017

(SEAL)



Anabel Ferreira Barral  
Notary Public  
My Commission Expires:

Please record and return to:  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461-0899

## RESTRICTIVE COVENANT

**THIS RESTRICTIVE COVENANT** is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by PLANTATION PLAZA, LLC, with a principal address at 2750 NE 185<sup>th</sup> Street, Suite 203, Aventura, FL 33180-2877 (hereinafter referred to as the "OWNER") and in favor of the VILLAGE OF PALM SPRINGS, a Florida municipal corporation (hereinafter referred to as the "VILLAGE") for certain real property currently located at 2640 S. Military Trail, Palm Springs FL, and as legally described as set forth on Exhibit "A" hereto and incorporated herein with a current **Parcel Control Number of: 70-42-44-13-00-000-5100** (hereinafter referred to as the "Property").

In consideration of the reduction in the lien on the Property by the VILLAGE, as set forth in the agreement between the parties, and other valuable consideration, the sufficiency of which is acknowledged by the OWNER, the OWNER understands and agrees for itself, and its partners, successors, transferees, executors, heirs and assigns and all persons and entities claiming under by and through it, in whole or in part, to the following conditions and restrictions for the Property:

1. That no portion of the Property shall be leased, rented, sold or otherwise allowed to be used for the purposes of a bar, nightclub or adult entertainment establishment, as defined by the VILLAGE's code of ordinances. That it nor its representative or agent shall apply, nor sign any application seeking such uses, to the VILLAGE seeking a special exception, variance or other relief to allow a bar, nightclub or adult entertainment use on the Property, nor shall it authorize any tenant to apply for any special exception, variance or other relief regarding such uses. Further, that all tenants/businesses shall comply with an 11:00 p.m. closing time, except for the existing La Perrada Del Gordo Inc. restaurant which shall be allowed to maintain their current closing times in accordance with that letter dated June 16, 2011 between Miguel Martinez and the Village manager and the Piano Restaurant which shall be allowed to stay open until midnight on Friday's and Saturdays pursuant to the variance that was granted by the VILLAGE, unless the business ceases to operate or changes ownership, under the conditions set forth in the Agreement between the parties, which is on file with the Village Clerk.

The conditions listed above shall serve as conditions and restrictive covenants on the Property unless specifically released in writing by the VILLAGE's governing body.

The foregoing restrictive covenant in this section 1 shall hereafter be referred to as the "Restrictive Covenant".

2. The OWNER agrees that the conditions and restrictions contained in this Restrictive Covenant shall attach to and run with the land, and it shall be binding on the OWNER, its partners,



successors, assigns, transferees, executors and heirs, and all persons and entities claiming under by and through it, in whole or in part, and shall be enforceable by VILLAGE at all times.

3. The Property shall remain in compliance with this Restrictive Covenant at all times. Should the Property fail to be in compliance with this Restrictive Covenant, the VILLAGE, without limitation on any other rights or remedies of the VILLAGE, shall be entitled to seek specific performance of the provisions of this Restrictive Covenant.

4. Further, should there be found any violation of any of the Restrictive Covenant, the OWNER agrees that the VILLAGE and the public may suffer financial or other loss and damages. **Accordingly, instead of requiring any proof of such financial or other loss and damages, OWNER agrees that as liquidated damages for any such violation, but not as a penalty, OWNER shall pay to the VILLAGE an amount of \$500.00 per day for any violation at the Property.** Any damages payable under this section shall be paid to the VILLAGE and such payment shall not limit any other rights or remedies of the VILLAGE. Both parties agree that the Village's Code Enforcement Special Magistrate shall have jurisdiction to determine if there is a violation of this Restrictive Covenant and both parties agree to abide by such determination.

5. The OWNER acknowledges that VILLAGE and the public will be irreparably damaged if the Restrictive Covenant is not specifically enforced. Therefore, in the event of a breach or threatened breach by OWNER, its successors, assigns, transferees, executors and heirs, and all persons and entities claiming under by and through it, as to any provision of the Restrictive Covenant, then the VILLAGE shall be entitled to all the rights and remedies, including injunctive relief, restraining such breach without being required to show any actual damage, irreparable harm, or to post any bond or other security.

6. If any legal or equitable action or other proceeding is brought for the enforcement of the Restrictive Covenant, the successful and prevailing party shall be entitled to recover reasonable attorney's fees and court costs (including for mediation, trial and appellate and all expenses incurred in such action or proceeding) in addition to any other relief to which such party may be entitled.

7. Invalidity of any one of the provisions contained herein by a court of competent jurisdiction shall in no way affect any other provisions, which shall remain in full force and effect.

8. The terms of this Restrictive Covenant shall be enforceable in specific performance by a court of competent jurisdiction in Palm Beach County, Florida.

9. This Restrictive Covenant shall be recorded in the Official Public Records of Palm Beach County. This Restrictive Covenant shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

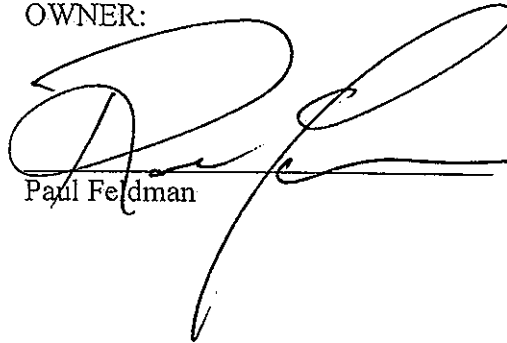
10. The OWNER has read and reviewed all terms and conditions of this Restrictive Covenant and has been provided an opportunity to review the same with an attorney. The OWNER voluntarily enters this Restrictive Covenant.

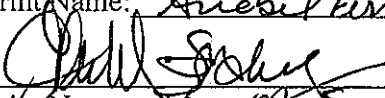
IN WITNESS WHEREOF, the said OWNER has hereto signed and sealed the day and year first written above.

Signed, sealed and delivered in the presence of the following witnesses:

OWNER:

  
Print Name: Anabel Ferreira Barral

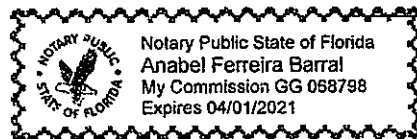
  
Paul Feldman

  
Print Name: Paul E. Jones

STATE OF FLORIDA           )  
PALM BEACH COUNTY       )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2017, by Paul Feldman of Plantation Plaza LLC, the OWNER, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification and who did/did not take an oath.

SEAL



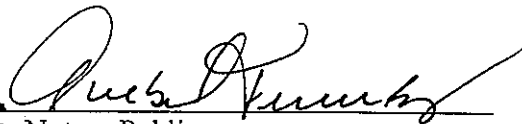
  
Notary Public

EXHIBIT "A"  
Legal Description of the Property  
(2640 S. Military Trail)

13-44-42, W 415 FT OF S ½ OF NW ¼ OF SE ¼ (LESS S 273 FT, W 53 FT SR 809 & N 30 FT  
DALE RD R/WS)

Prepared by: RETURN:  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

### CROSS ACCESS EASEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ ("\_\_\_\_\_"), with a mailing address of \_\_\_\_\_, and \_\_\_\_\_ ("\_\_\_\_\_"), with a mailing address of \_\_\_\_\_:

#### BACKGROUND

\_\_\_\_\_ is the owner of a certain parcel of land described in Exhibit "A" attached hereto and made a part hereof, located in the Village of Palm Springs, County of Palm Beach, State of Florida.

In order to satisfy requirements of the Village of Palm Springs, and to effectuate a unified scheme of common development in accordance with that certain Site Plan prepared by \_\_\_\_\_ dated \_\_\_\_\_ (the "Site Plan"), it is necessary for \_\_\_\_\_ to grant an access easement for pedestrian and vehicular access across the \_\_\_\_\_'s property.

#### GRANT OF EASEMENT

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

1. \_\_\_\_\_ hereby grants to \_\_\_\_\_, its successors, heirs, and assigns a non-exclusive easement for ingress and egress to enter upon, across, over and under the \_\_\_\_\_ property for the purpose of pedestrian and vehicular access to the \_\_\_\_\_ property.

2. This Cross Access Agreement shall be recorded in the Public Records of Palm Beach County, Florida. The easement granted herein shall not be transferred, assigned, sold or otherwise conveyed except in conjunction with the transfer or sale of the \_\_\_\_\_ property. At such time as the easements granted herein are no longer required, the easement may be

released of record by a written document executed by an authorized signatory of the Village of Palm Springs, Florida.

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

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002 by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public - State  
of Florida

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Valid After 90 Days

30-1/140

Date 09/01/17 12:45:55 PM

WILLIAMS ISLAND

0013 0109339 0090

Pay



\*\*Three Hundred Twenty Six and 90/100 Dollars\*\*

\*\*\$326.90\*\*

To The VILLAGE OF PALMS SPRINGS  
Order Of

Remitter (Purchased By) PLANTATION PLAZA, LLC

Bank of America, N.A.  
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

⑈ 1037212755 ⑈ ⑆ 114000019 ⑆ 001641001973 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Valid After 90 Days

30-1/140

Date 09/01/17 12:48:19 PM

WILLIAMS ISLAND

0013 0109339 0100

Pay



\*\*Eight Thousand Ninety Seven and 50/100 Dollars\*\*

\*\*\$8,097.50\*\*

To The VILLAGE OF PALMS SPRINGS  
Order Of

Remitter (Purchased By) PLANTATION PLAZA, LLC

Bank of America, N.A.  
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

⑈ 1037212756 ⑈ ⑆ 114000019 ⑆ 001641001973 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

VILLAGE OF PALM SPRINGS, FLORIDA  
CODE ENFORCEMENT SPECIAL MAGISTRATE

Case No. 2012-50

VILLAGE OF PALM SPRINGS, FLORIDA,  
Petitioner,  
v.

Plantation Plaza, LLC, property owner.

Property Address:  
2640 S. Military Trail  
(a/k/a 2650 S. Military Trail)  
Palm Springs, FL

Respondent(s).

CFN 20130110489  
OR BK 25856 PG 1090  
RECORDED 03/09/2013 10:55:28  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1090 - 1101; (12pgs)

STIPULATION AND AGREED ORDER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Respondent(s), PLANTATION PLAZA, LLC (the "Respondent"), hereby voluntarily enters into this Stipulation with the Village of Palm Springs, Florida ("Village"), and in consideration of the settlement of this entire matter, the parties having been duly sworn, do stipulate as follows:

1. The above Respondent(s) are the owners or occupants of  
THE PROPERTY DESCRIBED AS: 13-44-42, W 415 FT OF S ½ OF NW ¼ OF SE ¼ (LESS S 273 FT, W 53 FT SR 809 & N 30 FT DALE RD R/WS); PCN: 70-42-44-13-00-000-5100; and STREET ADDRESS of 2640 S. Military Trail also known as 2650 S. Military Trail, Palm Springs, Florida.
2. On or about July 24, 2012, Respondent(s), was cited with violation(s) of the Village Code, to wit: **SEE ATTACHED LISTS.**
3. The Village and Respondent agree as follows: The Respondent is in violation of Section(s) (SEE ATTACHED LISTS) of the Village Code. The Respondent agrees to comply with ALL said section(s), secure the proper permits and have all required inspections completed not later than thirty (30) days from the issuance of the building permit, failing which the Respondent agrees to be liable for a fine of \$150.00 per day per violation for every day thereafter of violation and for the immediate payment of the administrative costs in the full amount of \$1,076.90 (minus any partial payment of administrative costs previously paid pursuant to paragraph 4 below). **IT IS THE RESPONDENT'S RESPONSIBILITY TO CALL LAND DEVELOPMENT DIRECTOR, BETTE LOWE AT TEL: 561-968-8243, FOR AN INSPECTION. RESPONDENT UNDERSTANDS THAT IF HE OR SHE FAILS TO CALL FOR AN INSPECTION, FINES WILL BEGIN TO ACCRUE FROM thirty-one (31) days after the issuance of the building permit UNTIL THE RESPONDENT CALLS FOR AN INSPECTION AND THE PROPERTY IS FOUND IN COMPLIANCE.**
4. The Respondent agrees to pay a reduced amount of the administrative costs in the amount of \$750.00 on or before **NOVEMBER 20, 2012**, failing which the Respondent shall not be deemed in compliance and the daily fine set forth above shall begin to accrue.
5. **IF THE PROPERTY IS NOT FOUND IN FULL COMPLIANCE OR THE ADMINISTRATIVE COSTS ARE NOT PAID BY THE DATES SET FORTH ABOVE, THE RESPONDENT(S) VOLUNTARILY WAIVES HIS OR HER RIGHT TO A FURTHER HEARING UNDER THE VILLAGE'S CODE, SECTION 2-233, AND WAIVES HIS OR HER RIGHT TO A FINE ASSESSMENT AND CLAIM OF LIEN HEARING PURSUANT TO**

**CHAPTER 162, FLA. STAT. THE RESPONDENT DOES NOT WAIVE ITS RIGHT TO A LIEN REDUCTION HEARING PURSUANT TO THE VILLAGE'S CODE, SECTION 2-237.**

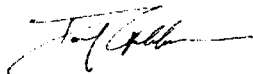
6. In addition, the Respondent voluntarily agrees that if the property is not found in compliance or the administrative costs are not paid by the dates set forth above, a certified copy of this Stipulation may be recorded in the Public Records of Palm Beach County, Florida, and, once recorded, shall constitute a lien against the property on which the violation exists and upon any other real or personal property owned by the Respondent, pursuant to Chapter 162, Florida Statutes. After three months from the date of recording, if the recorded lien remains unpaid, the Village's attorney may be authorized by the Special Magistrate to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest and in accordance with Florida Law.

7. The Respondent acknowledges and agrees that this Stipulation is being voluntarily entered into with the intent and for the purpose of being legally bound to its provisions, and that each of the individual agreements set forth in the Stipulation are understood by the Respondent, and represent a full settlement of all of the matters contained herein.

8. Upon complete execution of this Stipulation, it shall be presented to the Special Magistrate for approval and entry of an Agreed Order. The parties' compliance with the prospective provisions of this Stipulation, shall be contingent upon its approval by the Special Magistrate. If this Stipulation is not approved by the Special Magistrate, this Stipulation is null and void and the Village may thereafter continue to pursue the violations, fines and/or lien in accordance with its Code and Chapter 162, Fla. Stat.

9. All parties agree that a faxed copy or other electronic copy of this document that is executed by one or more parties shall be deemed and treated as an original.

IN WITNESS WHEREOF, the parties have signed and executed this agreement, freely and voluntarily and with full authority to do so, on the date acknowledged below, and with the full intent of being legally bound thereto, and do further state that for the matters covered above, this Stipulation Affidavit is the truth, the whole truth and nothing but the truth, so help them.



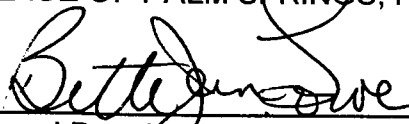
11/11/2012

Respondent – Plantation Plaza, LLC/Date

Paul Feldman / Manager

Print Name and Title of above Signatory

VILLAGE OF PALM SPRINGS, FLORIDA

By:  11/13/12  
Land Development Director/Date



**AGREED ORDER**

THIS MATTER having come before the Code Enforcement Special Magistrate on November 13 2012 and the Special Magistrate having been presented with a Stipulation regarding the testimony, facts, and other evidence presented by the parties; and the parties certifying that each has entered into this Stipulation freely and voluntarily, with the intent to be bound as a matter of fact and law, and having been fully apprised of the circumstances, does find and order as follows:

9. The above stipulations are adopted in full herein as a part of this Order; and
10. IT IS HEREBY ORDERED, that Respondent(s) shall comply with the above Stipulation as if it were set forth below in full. If Respondent(s) fails to comply with the above Stipulation on or before thirty (30) days after the issuance of the building permit, a certified copy of this Order may be recorded in the Public Records of Palm Beach County, Florida, and, once recorded, shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. After 3 months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the Village Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest and in accordance with Florida Law.
11. Should the Respondent(s) come into compliance in accordance with this Order Finding Violation, and subsequently violate the same code section(s), such reoccurrence may subject the Respondent(s) to an administrative fine of up to \$500.00 per day for every day of violation.
12. Respondents are assessed the costs of this action in the amount referenced in the above Stipulation, as provided by law, and shall pay \$750.00 in costs to the Village by the date set forth above.

DONE AND ORDERED this 13 day of November, 2012.

  
Special Magistrate

Copies furnished to the Parties, BY U.S. mail

**AGREEMENT BETWEEN VILLAGE OF PALM SPRINGS, FLORIDA**

**AND**

**PLANTATION PLAZA, LLC,**

THIS AGREEMENT is entered into this 13<sup>th</sup> day of November, 2012, by and between the Village of Palm Springs, Florida, located at 226 Cypress Lane, Palm Springs, Florida, 33309 (Village), and Plantation Plaza, LLC (Plantation Plaza), regarding the real property located at 2650 South Military Trail, Bays 23-28, Palm Springs, Florida, and more particularly described in that warranty deed recorded in official records of Palm Beach County, Florida, at Book 14707, page 1488-1489.

WHEREAS, Plantation Plaza is the owner of commercial property located at 2650 South Military Trail which is located within the Village of Palm Springs, Florida, ("Village"); and

WHEREAS, bays 23-28 of the aforementioned commercial property were operated as a nightclub for an indefinite amount of time prior to the annexation into the Village of Palm Springs; and

WHEREAS, Plantation Plaza has leased bays 23-28 to Group Veras, Inc., in order to operate El Palacio Nightclub; and

WHEREAS, Plantation Plaza and the Village wish to permit bays 23-28 to remain as a non-conforming use and be operated as a nightclub subject to certain conditions.

**NOW, THEREFORE**, in consideration of the mutual conditions set-forth below, the sufficient of which is hereby acknowledged by both Parties, the Parties agree as follows:

1. Plantation Plaza agrees that Group Veras, Inc., shall be required to make the following improvements to bays 23 through 28:

a. All code violations enumerated in the "Stipulation and Agreed Order", (attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "Stipulation"), must be corrected to the satisfaction of the Village's Code Enforcement and Building Department and in accordance with the terms of the Stipulation. If any term or provision of the Stipulation is not fully and timely complied with, the Village may, in its sole discretion and by written notice to Plantation Plaza, render this Agreement null and void and of no further force and effect.

b. Plantation Plaza agrees that the outdoor deck located behind bays 23-28 shall not be utilized by it or any tenant for any purpose including, without limitation, use in conjunction with the operation of the nightclub within bays 23-28.

2. The Village agrees to allow Plantation Plaza to lease bays 23-28, in accordance with this Agreement, as a non-conforming nightclub so long as such nightclub is operated consistent with the Village's Code of Ordinances for nightclubs, which requires, in part, a security detail utilizing the Village of Palm Springs Police Department and timely payment of such security detail.
3. The Village agrees to issue Group Veras, Inc., a Business Tax Receipt as a nightclub for bays 23-28.
4. The Village agrees to permit Group Veras, Inc., to use bays 23-28 to operate as a non-conforming nightclub and to remain open and serve alcohol until 5:00 a.m.
5. Future tenants of bays 23-28 shall be permitted to use bays 23-28 as a non-conforming nightclub consistent with this Agreement; however, such use shall be subject to the Village's code of ordinance regarding non-conforming uses.
6. In addition to any other legal remedy at law or equity, this Agreement may be enforced through the Village's code enforcement processes set forth in Chapter 2 "Administration", Article V "Code Enforcement" of the Code of Ordinances.
7. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties.
8. This Agreement shall be governed and construed according to the laws of the State of Florida, and venue shall be in Palm Beach County, Florida.
9. This writing embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to this subject matter that are not merged and superseded.
10. This Agreement may be recorded by Plantation Plaza in the official records of Palm Beach County, Florida.

The Parties have executed this Agreement on the date indicated below.

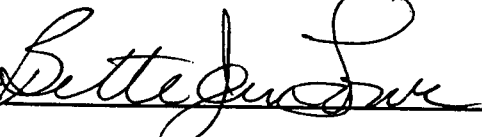
**[SIGNATURES ON FOLLOWING PAGE]**

By: PLANTATION PLAZA, LCC

  
\_\_\_\_\_  
Paul Feldman, Plantation Plaza, LLC

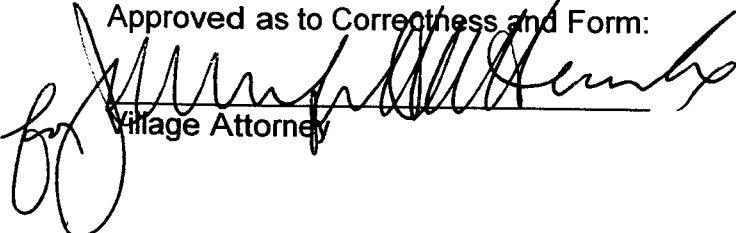
11/11/2012  
\_\_\_\_\_  
Date

VILLAGE OF PALM SPRINGS, FLORIDA

By:   
\_\_\_\_\_  
Betty Jane Sue

11/13/12  
\_\_\_\_\_  
Date

Approved as to Correctness and Form:

  
\_\_\_\_\_  
Village Attorney

January 3, 2012

El Palacio

2650 Military Trail Bays 23-28

West Palm Beach, FL

An inspection has been conducted at your facility. The following violations were observed:

The main entry door requires panic hardware. 2007 FL Fire Prevention Code NFPA 101: 13.2.2.2

The minimum width of exit access to the main entry door must be maintained at a minimum of 36 inches. 2007 FL Fire Prevention Code NFPA 101: 7.3.4

Provide an exit sign at the main entry door. 2007 FL Fire Prevention Code NFPA 101: 13.2.10

Emergency lighting shall be provided and maintained. Some of the lights tested were not operating properly. 2007 FL Fire Prevention Code NFPA 101: 13.2.9

The exit door located on the north wall will require panic hardware. 2007 FL Fire Prevention Code NFPA 101: 13.2.2.2

~~X The chain link gate exit door from the patio must swing in the direction of travel. 2007 FL Fire Prevention Code NFPA 101: 7.2.1.4.2~~ *JS*

~~X The chain link gate will require a panic device if the door gate has a latching device. 2007 FL Fire Prevention Code NFPA 101: 13.2.2.2~~ *JS*

The L.P. tank and gas grille cannot be located within the building or under the covered patio located on the north side of the building. 2007 FL Fire Prevention Code NFPA 1: 69.5.3

~~X Handrails are required on both sides of the ramps and stairs located at the exterior covered patio. 2007 FL Fire Prevention Code NFPA 101: 7.2.2.4~~ *JS*

Panic hardware is required on the exit door located on the west wall adjacent to the bar. 2007 FL Fire Prevention Code NFPA 101: 13.2.2.2

The interior wall and ceiling finish materials shall be Class A, flame spread index 0-25 and smoke developed index of 0-450; Class B, flame spread index 26-75 and smoke developed index of 0-450; Class C, flame spread index of 76-200 and smoke developed index of 0-450. If the occupant load for the building is calculated at more than 300 only Class A and Class B finishes are allowed. This will include but not be limited to the fabric material attached to the walls, the foam spray at the underside of the roof

deck, carpet attached to the walls, wood siding on the interior, etc.  
NFPA 101: 13.3.3.3

2007 Fl. Fire Prevention Code

The air conditioning closet return air plenum walls must have a flame spread index of 25 and a smoke developed index of 50.  
2002 NFPA 90A The Installation Of Air-Conditioning And Ventilation Systems: 4.3.3

The minimum width for the stairs to the stage shall be 36 inches. The minimum width cannot be reduced in the stair run. Handrails are required on both sides of the stairs.  
2007 Fl. Fire Prevention Code NFPA 101: 7.2.2.4

The ramp at the bottom of the stairs is not allowed. The floor surface adjoining the stair can have a slope not exceeding 1:20.  
2007 Fl. Fire Prevention Code NFPA 101: 7.1.6.3

A separate ramp is required for access to the stage to meet handicap access requirements. See the 2007 Florida Building Code for specific code requirements. The slope on the ramp cannot exceed 1:12. Handrails are required on both sides. A landing is required at the top and bottom of the ramp run and at changes of direction.  
2007 Fl. Fire Prevention Code NFPA 101: 7.2.5

Extension cords shall not be used as a substitute for permanent wiring. The extension cord may serve only one portable appliance.  
2007 Fl. Fire Prevention Code NFPA 1: 11.1.5

Handrails are required on the stairs that access the sound booth.  
2007 Fl. Fire Prevention Code NFPA 101: 7.2.2.4

The security bars on the exit doors are only allowed when the building is not considered occupied by the Fire Code and/or Building Code. A building shall be considered occupied at any time it is open for general occupancy, at any time it is open to the public or at any time it is occupied by more than 10 persons.  
2007 Fl. Fire Prevention Code NFPA 101: 7.2.1.1.3 & 7.2.1.5

Panic hardware is required on the exit access doors and exit door located along the east wall.  
2007 Fl. Fire Prevention Code NFPA 101: 13.2.2.2

The hallway that leads to the east exit door must be maintained free of any obstructions such as storage or furnishings.  
2007 Fl. Fire Prevention Code NFPA 101: 4.5.3.2

Address numbers are required on the front and rear doors the serve the tenant space.  
Palm Beach County Local Amendment to the Fl. Fire Prevention Code section 10.12.1.1

The exit access corridor located at the southeast corner of the building has carpet located on the walls. Provide the flame spread and smoke develop index for this material.

All construction work that does not have proof of a permit and inspections will have to be removed or permitted through the building department. For example was a permit applied for to construct the stage or the air conditioning closet or to cover the store front glass with plywood?

An occupant load for the tenant space must be established. The kitchen is nonfunctioning at this time. The occupant load will be calculated at 1 person per 7 square feet of net floor area without fixed seating. Once the occupant load exceeds 300 a sprinkler system and fire alarm system are required. 2007 Fl. Fire Prevention Code NFPA 101: 13.3.4 & 13.3.5.

Equipment that is suspended from the existing roof structure must have details that show how it is supported. 2007 Fl. Fire Prevention Code NFPA 1: 4.1.3.2 & 4.1.4

A crowd manager is required. Where the occupant load exceeds 250 additional crowd managers must be provided. 2007 Fl. Fire Prevention Code NFPA 101: 13.7.6

December 29, 2011  
Electrical Inspection  
El Palacio  
2650 S Military Trail Suite 23-28

1. Kitchen Area – Dishwasher missing access panel, exposing 240 volt wiring; Violation of 2008 NEC ART 422.4
2. Panel near dishwasher has un-identified breakers; Violation of 2008 NEC ART 110-22
3. Single gang switch cover on 4" sq. opening near same panel; Violation of 2008 NEC ART 404-9
4. Receptacle on kitchen wall opposite ice machine missing cover; Violation of 2008 NEC ART 404.9
5. Rear wall of kitchen at exit door has six dimmer switches and two toggle switches recessed 1 ¼" behind surface of paneling. Same area has a group of three switches 1 ½" behind paneled wall; All Violation of 2008 NEC ART 404.9
6. Main woman's restroom: electric panel breakers not identified, dead front loose exposing conductors and switch inside restroom does nothing; Breakers – Violation ART 110-22, Exposed Conductors – Violation by definition ART 551-2, Do Nothing Switch – No Violation just advising owner of it
7. West wall bar receptacles not GFCI protected near sinks; Violation of 2008 NEC ART 210-8(B)5
8. South West corner air conditioning closet violates safe working distance; Violation of 2008 NEC ART 110-26A
9. Receptacle in A/C closet missing cover; Violation of 2008 NEC ART 404.9
10. Disc Jockey control area has extension cords in use at both the elevated control unit and the unit on the stage; Violation of the 2008 NEC ART 110.8(1)
11. Private restroom (rear wall and south most exit) ceiling fixture hanging down out of ceiling with broken AC type cable exposing conductors; Violation of 2008 NEC Art 410.23
12. Same restroom has one receptacle within 72" of sink not GFCI protected; Violation of 2008 NEC ART 210.8B(1)
13. Multiple emergency lights fail "test button" test; Violation of NFPA 110-2005
14. Receptacle at south end of center bar (up in bar joists) have exposed conductors; Violation of 2008 NEC ART 406.5
15. Extension cord feeding accent lights around stage at south wall; Violation of 2008 NEC ART 400.8(1)



1. Oven has been removed but the hood remains. Restaurant use will require an operational kitchen.
2. The panel box in the kitchen is blocked. Must maintain clearance. (Article 110.26 B & 110.26-2B National Electric Code 2008
3. Remove exit signs from all non-operating doors.
4. Remove slide lock from door between kitchen and customer area.
5. A/C closet not built to code. (water heater not approachable, partition built over light cover, open receptacle, etc.)- Article 110.26A(1) National Electric Code 2008 & Article 406.4F National Electric Code 2008 & Article 314.29 National Electric Code 2008 & Section 306.1 Florida Mechanical Code 2010 & Section 105.1 and 109.1 Florida Building Code 2010
6. Stage not built to code and is not handicap accessible. FBC 11-4.1.5 & 11-4.1.6
7. Provide engineering for lights supported from ceiling joists.
8. Remove thumb turn knobs and deadbolt locks from all accessible doors. FBC 11-4.13.9 & 1008.1.8.1
- ~~9. Outside deck must be handicap accessible FBC 11-4.1.5 & 11-4.1.6~~
10. Post Occupant Load. FBC 1004.3



# Village of Palm Springs

Land Development

226 Cypress Lane • Palm Springs, Florida 33461  
(561) 965-4016

Fax (561) 439-4132

July 27, 2011

Mr. Paul Feldman  
Plantation Plaza LLC  
2750 NE 185<sup>th</sup> Street Unit 303  
Aventura, Florida 33318  
Certified Mail #70101060000212858296

Mr. Louis Veras  
2650 S. Military Trail Unit 27  
West Palm Beach, Florida 33415  
Certified Mail #70101060000212858289 and Hand Delivery

Re: El Palacio 2

Dear Mr. Feldman and Mr. Veras:

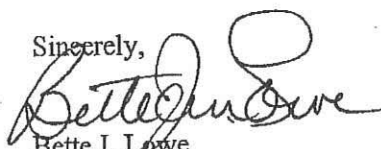
As you know your property was annexed into the Village of Palm Springs on June 9, 2011. The Permitted use of 2650 S. Military Trail, Suite 27, in Palm Beach County at the time of annexation was a nightclub. Therefore you are grandfathered into the Village as a non-conforming use as a nightclub.

The Villages Ordinance No. 2010-05 requires nightclubs to close at 4:00 am. Since the County permits 5:00 a.m. closing, you are grandfathered to operate until 5:00 a.m. as a non-conforming component of use. However, El Palacio 2 has been open and serving alcohol later than 5:00 am. The club must cease all operations, alcohol and non-alcohol related, at 5:00 am even for employees.

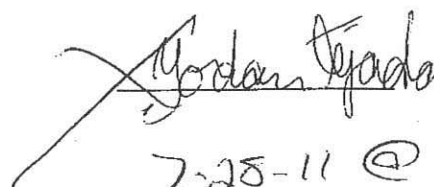
Failure to do so will result in code enforcement proceedings in accordance with the attached Notice of Hearing and may result in the revocation of the property's Certificate of Occupancy in accordance with section 34-725 of the Land Development Code. Please be advised that if it becomes necessary to revoke the Certificate of Occupancy, it will be revoked for the entire plaza not just the El Palacio suite.

If you have any questions, please do not hesitate to contact me at 561-965-4016.

Sincerely,

  
Bette J. Lowe  
Land Development Director

Received By:

  
7-28-11 @ 1:13pm

Jordan Tejada. 07-26-11

**AGREEMENT BETWEEN VILLAGE OF PALM SPRINGS, FLORIDA**

**AND**

**PLANTATION PLAZA, LLC,**

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WHEREAS, Plantation Plaza is the owner of commercial property located at 2650 South Military Trail which is located within the Village of Palm Springs, Florida, ("Village"); and

WHEREAS, bays 23-28 of the aforementioned commercial property were operated as a nightclub for an indefinite amount of time prior to the annexation into the Village of Palm Springs; and

WHEREAS, Plantation Plaza has leased bays 23-28 to Group Veras, Inc., in order to operate El Palacio Nightclub; and

WHEREAS, Plantation Plaza and the Village wish to permit bays 23-28 to remain as a non-conforming use and be operated as a nightclub subject to certain conditions.

**NOW, THEREFORE**, in consideration of the mutual conditions set-forth below, the sufficient of which is hereby acknowledged by both Parties, the Parties agree as follows:

1. Plantation Plaza agrees that Group Veras, Inc., shall be required to make the following improvements to bays 23 through 28:

a. All code violations enumerated in the "Stipulation and Agreed Order", (attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "Stipulation"), must be corrected to the satisfaction of the Village's Code Enforcement and Building Department and in accordance with the terms of the Stipulation. If any term or provision of the Stipulation is not fully and timely complied with, the Village may, in its sole discretion and by written notice to Plantation Plaza, render this Agreement null and void and of no further force and effect.

b. Plantation Plaza agrees that the outdoor deck located behind bays 23-28 shall not be utilized by it or any tenant for any purpose including, without limitation, use in conjunction with the operation of the nightclub within bays 23-28.

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5. Future tenants of bays 23-28 shall be permitted to use bays 23-28 as a non-conforming nightclub consistent with this Agreement; however, such use shall be subject to the Village's code of ordinance regarding non-conforming uses.

6. In addition to any other legal remedy at law or equity, this Agreement may be enforced through the Village's code enforcement processes set forth in Chapter 2 "Administration", Article V "Code Enforcement" of the Code of Ordinances.

7. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties.

8. This Agreement shall be governed and construed according to the laws of the State of Florida, and venue shall be in Palm Beach County, Florida.

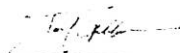
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**[SIGNATURES ON FOLLOWING PAGE]**

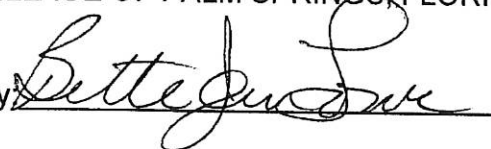
By: PLANTATION PLAZA, LCC

  
\_\_\_\_\_  
Paul Feldman, Plantation Plaza, LLC

11/11/2012

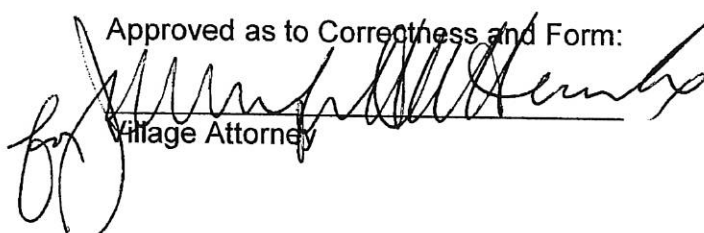
\_\_\_\_\_  
Date

VILLAGE OF PALM SPRINGS, FLORIDA

By:   
\_\_\_\_\_

11/13/12  
\_\_\_\_\_  
Date

Approved as to Correctness and Form:

  
\_\_\_\_\_  
Village Attorney

ACTIVE: 4162451\_1

VILLAGE OF PALM SPRINGS, FLORIDA  
CODE ENFORCEMENT SPECIAL MAGISTRATE

Case No. 2012-50

VILLAGE OF PALM SPRINGS, FLORIDA,  
Petitioner,

v.

Plantation Plaza, LLC, property owner.

Property Address:  
2640 S. Military Trail  
(a/k/a 2650 S. Military Trail)  
Palm Springs, FL

Respondent(s).

STIPULATION AND AGREED ORDER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Respondent(s), PLANTATION PLAZA, LLC (the "Respondent"), hereby voluntarily enters into this Stipulation with the Village of Palm Springs, Florida ("Village"), and in consideration of the settlement of this entire matter, the parties having been duly sworn, do stipulate as follows:

1. The above Respondent(s) are the owners or occupants of

THE PROPERTY DESCRIBED AS: 13-44-42, W 415 FT OF S ½ OF NW ¼ OF SE ¼ (LESS S 273 FT, W 53 FT SR 809 & N 30 FT DALE RD R/WS); PCN: 70-42-44-13-00-000-5100; and STREET ADDRESS of 2640 S. Military Trail also known as 2650 S. Military Trail, Palm Springs, Florida.

2. On or about July 24, 2012, Respondent(s), was cited with violation(s) of the Village Code, to wit: **SEE ATTACHED LISTS.**

3. The Village and Respondent agree as follows: The Respondent is in violation of Section(s) (SEE ATTACHED LISTS) of the Village Code. The Respondent agrees to comply with ALL said section(s), secure the proper permits and have all required inspections completed not later than thirty (30) days from the issuance of the building permit, failing which the Respondent agrees to be liable for a fine of \$150.00 per day per violation for every day thereafter of violation and for the immediate payment of the administrative costs in the full amount of **\$1,076.90** (minus any partial payment of administrative costs previously paid pursuant to paragraph 4 below). **IT IS THE RESPONDENT'S RESPONSIBILITY TO CALL LAND DEVELOPMENT DIRECTOR, BETTE LOWE AT TEL: 561-968-8243, FOR AN INSPECTION. RESPONDENT UNDERSTANDS THAT IF HE OR SHE FAILS TO CALL FOR AN INSPECTION, FINES WILL BEGIN TO ACCRUE FROM thirty-one (31) days after the issuance of the building permit UNTIL THE RESPONDENT CALLS FOR AN INSPECTION AND THE PROPERTY IS FOUND IN COMPLIANCE.**

4. The Respondent agrees to pay a reduced amount of the administrative costs in the amount of **\$750.00** on or before **NOVEMBER 20, 2012**, failing which the Respondent shall not be deemed in compliance and the daily fine set forth above shall begin to accrue.

5. **IF THE PROPERTY IS NOT FOUND IN FULL COMPLIANCE OR THE ADMINISTRATIVE COSTS ARE NOT PAID BY THE DATES SET FORTH ABOVE, THE RESPONDENT(S) VOLUNTARILY WAIVES HIS OR HER RIGHT TO A FURTHER HEARING UNDER THE VILLAGE'S CODE, SECTION 2-233, AND WAIVES HIS OR HER RIGHT TO A FINE ASSESSMENT AND CLAIM OF LIEN HEARING PURSUANT TO**



**CHAPTER 162, FLA. STAT. THE RESPONDENT DOES NOT WAIVE ITS RIGHT TO A LIEN REDUCTION HEARING PURSUANT TO THE VILLAGE'S CODE, SECTION 2-237.**

6. In addition, the Respondent voluntarily agrees that if the property is not found in compliance or the administrative costs are not paid by the dates set forth above, a certified copy of this Stipulation may be recorded in the Public Records of Palm Beach County, Florida, and, once recorded, shall constitute a lien against the property on which the violation exists and upon any other real or personal property owned by the Respondent, pursuant to Chapter 162, Florida Statutes. After three months from the date of recording, if the recorded lien remains unpaid, the Village's attorney may be authorized by the Special Magistrate to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest and in accordance with Florida Law.

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9. All parties agree that a faxed copy or other electronic copy of this document that is executed by one or more parties shall be deemed and treated as an original.

IN WITNESS WHEREOF, the parties have signed and executed this agreement, freely and voluntarily and with full authority to do so, on the date acknowledged below, and with the full intent of being legally bound thereto, and do further state that for the matters covered above, this Stipulation Affidavit is the truth, the whole truth and nothing but the truth, so help them.



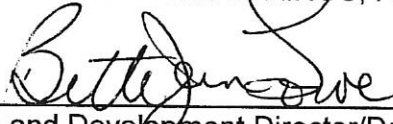
11/11/2012

Respondent – Plantation Plaza, LLC/Date

Paul Feldman / Manager

Print Name and Title of above Signatory

VILLAGE OF PALM SPRINGS, FLORIDA

By:  11/13/12  
Land Development Director/Date

**AGREED ORDER**

THIS MATTER having come before the Code Enforcement Special Magistrate on November 13, 2012 and the Special Magistrate having been presented with a Stipulation regarding the testimony, facts, and other evidence presented by the parties; and the parties certifying that each has entered into this Stipulation freely and voluntarily, with the intent to be bound as a matter of fact and law, and having been fully apprised of the circumstances, does find and order as follows:

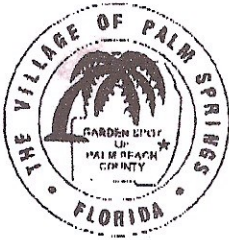
9. The above stipulations are adopted in full herein as a part of this Order; and
10. IT IS HEREBY ORDERED, that Respondent(s) shall comply with the above Stipulation as if it were set forth below in full. If Respondent(s) fails to comply with the above Stipulation on or before thirty (30) days after the issuance of the building permit, a certified copy of this Order may be recorded in the Public Records of Palm Beach County, Florida, and, once recorded, shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. After 3 months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the Village Attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest and in accordance with Florida Law.
11. Should the Respondent(s) come into compliance in accordance with this Order Finding Violation, and subsequently violate the same code section(s), such reoccurrence may subject the Respondent(s) to an administrative fine of up to \$500.00 per day for every day of violation.
12. Respondents are assessed the costs of this action in the amount referenced in the above Stipulation, as provided by law, and shall pay \$750.00 in costs to the Village by the date set forth above.

DONE AND ORDERED this 13 day of November, 2012.

  
Special Magistrate

Copies furnished to the Parties, BY U.S. mail





# Village of Palm Springs

"a great place to call home"

226 Cypress Lane • Palm Springs, Florida 33461-1699  
561.965.4010 • Fax 561.965.0899

June 16, 2011

Miguel Martinez  
2650 South Military Trail  
West Palm Beach, FL 33415

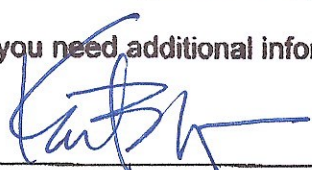
Mr. Martinez,

Once again, thank you for your interest in the annexation of your business into the Village of Palm Springs, and your support of the initiative as discussed with your agent, Carlos M. Gonzalez. Any delay you have experienced in expanding your business, I apologize for and hope that your future dealings with the Village will be more timely.

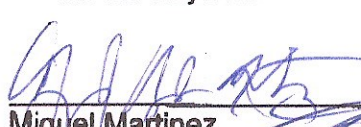
As discussed with your agent, the Village will:

1. Allow expansion to the adjoining space to accommodate additional seating. All Village building codes and regulations will apply.
2. The existing hours of operation (10am - 6 a.m.) will be allowed to continue.
3. The existing four (4) tables for outside service will be allowed to remain.
4. Beer and wine sales, not currently in use, would require Council approval by special exception.
5. Surcharge of 25% for water/sewer will no longer be charged.
6. No annual alarm permit fees will be charged.
7. This agreement applies to current business owner and is not transferable.

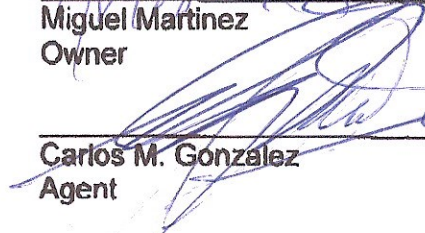
If you need additional information, please feel free to contact me anytime.

  
Karl E. Umberger  
Village Manager

6/20/2011  
date

  
Miguel Martinez  
Owner

06/20/2011  
date

  
Carlos M. Gonzalez  
Agent

06/20/2011  
date

## **RESOLUTION NO. 2016-55**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SPECIAL EXCEPTION USE (PSSE16-03) AND HOURS OF OPERATION VARIANCE (PSV16-03) TO OPERATE UNTIL 12:00 A.M. ON FRIDAY AND SATURDAYS, SUBMITTED BY ANGEL ROQUE, TENANT AND MUSICIAN FOR A 804 SQUARE FEET (29 SEAT) RESTAURANT IN THE EXISTING PLANTATION PLAZA LOCATED AT 2650 S. MILITARY TRAIL; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on June 14 2016, the Land Development Board reviewed and considered the request of Angel Roque, tenant and musician, requesting approval of a Special Exception (PSSE16-03) approval for an 804 square feet (29 seat) restaurant in the existing Plantation Plaza located at 2650 S. Military Trail. Additionally, the applicant is requesting a variance (PSV16-03) from the Village Code to operate until 12:00 a.m. on Friday and Saturday nights; and

**WHEREAS**, on June 14, 2016, the Land Development Board will review and consider the revised and clarified floor plan and updated site plan and their recommendation will be forwarded to the Village Council for final consideration; and

**WHEREAS**, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council having received and considered the request of the Applicant to approve a Special Exception Use (PSSE16-03) to allow a 804 square feet (29 seat) tenant space in the commercial plaza located at 2650 S. Military Trail; and additionally the applicant is requesting a variance (PSV16-03) from the Village Code to operate until 12:00 a.m. on Friday and Saturday nights and having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application, with the staff report conditions attached hereto as Exhibit "A", and which is incorporated herein by reference.

a. Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member Waller offered the foregoing resolution. Council Member Gunther seconded the motion, and upon being put to a vote, the vote was as follows:

|                              | <u>Aye</u>                          | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|-------------------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR             | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, VICE MAYOR    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, MAYOR PRO TEM  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, COUNCIL MEMBER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, COUNCIL MEMBER  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Resolution duly passed and adopted this 14<sup>th</sup> day of JULY, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

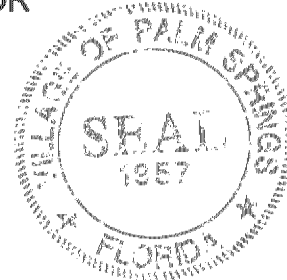
BY: [Signature]

BEV SMITH, MAYOR

ATTEST:

BY: [Signature]

SUSAN CALJEAN, VILLAGE CLERK



REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: [Signature]

GLEN J. TORCIVIA, VILLAGE ATTORNEY



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Public Service

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**ITEM #8:** Approve Task Order #224 - Professional Engineering Services - Water Distribution Hydraulic Model and Master Plan - Eckler Engineering, Inc.

**SUMMARY:** The Public Service Department is requesting approval of Task Order #224 with Eckler Engineering for professional engineering services associated with the development of a hydraulic model and master plan of the Village's potable water transmission and distribution system to plan for future needs/improvements, determine impacts from new development and provide better customer service throughout our utility system.

Currently, the Village's potable water system provides service to 12,788 accounts through approximately 136 miles of water mains. Utilizing information from the Village's Geographic Information System (GIS), billing records and historical data, a hydraulic model will be developed to identify current and future potable water demand scenarios. The information acquired from the modeling scenarios will enable staff to identify current deficiencies within the system, assist in developing cost-effective solutions and plan for improvements to meet demands from future growth.

The results of the analysis will be summarized in a Potable Water Master Plan useful for planning future capital projects and to prepare for the upcoming utility rate study (expected to be completed in FY 2019 and implemented in FY 2020). Additionally, the model will be a valuable tool for planning future impacts to the system.

The proposed costs to develop the hydraulic model and master plan by Eckler Engineering are as follows:

| <b>TASK</b>                          | <b>COST</b> |
|--------------------------------------|-------------|
| Project Administration/Management    | \$5,734.50  |
| Coordination with Village Staff      | \$4,552.00  |
| Data Gathering                       | \$5,040.00  |
| Confirm Base Water System Network    | \$9,280.00  |
| Prepare Model                        | \$4,128.00  |
| Model Simulations of Existing System | \$7,400.00  |
| Model Proposed Improvements          | \$3,700.00  |
| Prepare Draft Report                 | \$13,184.00 |
| Submittals and Review                | \$11,420.00 |

|                            |                    |
|----------------------------|--------------------|
| Prepare Final Report       | \$6,184.00         |
| Peer Review Sub-consultant | \$12,000.00        |
| Reimbursables              | \$1,106.00         |
| <b>TOTALS</b>              | <b>\$83,729.50</b> |

It is estimated that the project will take approximately eight (8) months from the date the task order is authorized to Eckler Engineering.

Note: Eckler Engineering will be coordinating the services of this project with Jones Edmunds & Associates, who will serve as a sub-consultant to Eckler Engineering for peer review (modeling oversight).

Staff recommends approval of the proposed Task Order #224 with Eckler Engineering in the amount of \$83,729.50 for professional engineering services associated with the development of the hydraulic model and master plan of the Village's potable water transmission and distribution system.

The proposed task order was prepared by Eckler Engineering and reviewed by the Public Services Director, Assistant Public Services Director/Engineer, Finance Director and Village Attorney.

**FISCAL IMPACT:**

Funding to support the proposed task order is available within the FY 2018 Budget - Water and Sewer Enterprise Fund.

**ATTACHMENTS:**

1. Eckler Engineering - Proposed Task Order #224 - Engineering Services - Water Distribution System Model and Master Plan
2. Attachment - Task Order Budget Summary
3. Proposal for Peer Review Services (Modeling Oversight) - Jones Edmunds & Associates





**VILLAGE OF PALM SPRINGS**  
**CONSULTING SERVICE TASK ORDER**

DATE: August 16, 2017

TASK ORDER NO. 224 FOR CONSULTING SERVICES

VILLAGE RFQ. NO.: 2016-002

G/L CODE: 41336-53100

ECKLER ENGINEERING PROJECT NO.: 400-074.00

PROJECT TITLE: Water Distribution System Model and Master Plan

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 15, 2016 between the Village of Palm Springs ("VILLAGE"), and Eckler Engineering, Inc. ("CONSULTANT") hereafter referred to as the Agreement, approved via Resolution 2016-25.

**I. PROJECT DESCRIPTION**

Hydraulic analysis and condition assessment of the VILLAGE's existing water distribution system. This project will address the following:

- ▶ Preparation of Geographic Information System (GIS) based hydraulic model of the existing water distribution system.
- ▶ Evaluation of the water distribution system hydraulic capacity with respect to current and future service demands.
- ▶ Evaluation of the existing water distribution system to identify areas where capacity improvements are necessary or improvements are recommended for redundant systems operation.
- ▶ Identify locations of existing cement-asbestos water mains and utilize the model to estimate the piping sizes required to replace when warranted.
- ▶ Utilizing available VILLAGE and Eckler Engineering records, results of the hydraulic modeling evaluation and engineering review, CONSULTANT shall

prepare a phased Master Plan of recommended improvements to the VILLAGE's existing water distribution system.

The anticipated Master Plan report will be presented to the VILLAGE per the following tentative table of contents:

- ▶ Introduction
- ▶ Basis of Evaluation and Planning
- ▶ Hydraulic Evaluation and Overall Assessment of Existing Water Distribution System
- ▶ Recommended Water Distribution System Improvements
- ▶ Recommended Phased Improvement Program
- ▶ Appendices

## **II. SCOPE OF SERVICES**

The following is a description of the services to be provided under this Task Order.

### **TASK 1 – PROJECT ADMINISTRATION & MANAGEMENT**

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

### **TASK 2 - COORDINATION WITH VILLAGE STAFF**

This task focuses on initial project coordination and obtaining the necessary information from VILLAGE Staff to complete the project.

- A. Initial project kickoff meeting with VILLAGE staff to review overall project scope and work requirements to complete the project per this task order.
- B. Confirmation that current GIS database and shape files have been provided to CONSULTANT.
- C. Review other information that CONSULTANT will require from VILLAGE staff including but not limited to:
  - ▶ Total water billing volume data, for all customer and VILLAGE accounts for the last 24 months. Excel spreadsheet format.

- ▶ Total finished water leaving the WTP(s) for the last 24 months. WTP(s) MOR(s) are acceptable.
- ▶ Flushing and unaccounted-for-water summary records for the last 24 months.
- ▶ Confirmation of existing asbestos-cement and cast iron water main installation locations and quantities.
- ▶ Confirmation of Design Fire Flow requirements.
- ▶ Information Related to Water Distribution main breaks/repairs made by VILLAGE over the previous five (5) years.
- ▶ Confirmation of Future Water Demand Projections.
- ▶ Confirmation of VILLAGE project requirements to be addressed by this project.
- ▶ Confirmation of Level of Service (LOS) criteria (e.g., preferred pressure range during non-fire flow condition, minimum allowable pressure during fire-flow conditions, preferred maximum allowable velocity, preferred maximum headloss gradient).

### **TASK 3 - DATA GATHERING**

This task consists of the gathering of data required to complete this project. General requirements of this task shall be as follows:

- A. CONSULTANT shall assist VILLAGE staff with gathering of data as discussed under Task 2 above.

### **TASK 4 - CONFIRM BASE SCHEMATIC OF EXISTING WATER DISTRIBUTION SYSTEM**

This task consists of the engineering evaluation and confirmation of the adequacy of information provided by the VILLAGE GIS system relative to water distribution system components. This task shall address the following:

- A. CONSULTANT shall review existing GIS database and shape files as needed for the base schematic of the existing water distribution system including water main piping components, valves, fire hydrants, and WTP locations.



- B. CONSULTANT shall prepare a list of items missing or needed to finalize the water distribution system base schematic for modeling purposes.
- C. Based on information available from VILLAGE and Eckler Engineering staff, CONSULTANT shall finalize the base water distribution system schematic for modeling purposes. As part of this process, the CONSULTANT shall submit the draft schematic to the VILLAGE staff for review and comment. The CONSULTANT will meet with the VILLAGE staff and incorporate comments into the schematic as agreed to at the meeting.

#### **TASK 5 - PREPARE MODEL OF EXISTING WATER DISTRIBUTION SYSTEM**

CONSULTANT will prepare the hydraulic model inclusive of coordinating all input parameters required to model the existing water distribution system. Existing system demands shall be input into the model using InfoWater Demand Allocator. This geospatial polygon processing tool will distribute water consumption based on VILLAGE meter records. The software has six (6) various methods available to process demands as follows:

1. Geocoded meter billing data (meter consumption database)
2. Polygon Processing – spatial intersection of multiple polygon layers
3. Polygon Processing – spatial summation of consumption category area polygons
4. Closest (Nearest) Junction Method
5. Closest (Nearest) Pipe Method
6. Large users as individual point loads

Future water system demands will be assigned within the model using the InfoWater Demand Allocator or traditional approach of equal distribution of overall future daily water production value based on the ratio of specific area population to overall system population. This proposed demand assignment methodology has the potential to provide reasonable results in a cost effective manner. In the unlikely event that these methods do not yield acceptable calibration results, the VILLAGE staff and the CONSULTANT will discuss other demand assignment methods and agree on an action plan. This hydraulic model will be used to simulate the operational parameters of the existing water distribution system. CONSULTANT shall calibrate the model at various locations within the distribution system with the use of organized fire flow testing. Test locations shall be selected concurrently with model preparation.

#### **TASK 6 - MODEL EXISTING WATER DISTRIBUTION SYSTEM**

CONSULTANT shall model the existing system to determine the following:

- A. Does the existing system meet the LOS criteria under known existing flow condition, inclusive of Current ADD (steady state), Current PHD (steady state), Current MDD + fire flow (fire flow simulator), Future ADD (steady state), Future PHD (steady state) and Future MDD + fire flow (fire flow simulator)
- B. Existing model runs (approximately 20) shall be utilized to determine areas where improvements are necessary for the system to satisfy the LOS criteria.
- C. Water quality modelling is not included in this Task Order.

#### **TASK 7 - MODEL PROPOSED IMPROVEMENTS TO WATER DISTRIBUTION SYSTEM**

CONSULTANT shall revise the model data to incorporate potential modifications to the water distribution system. The proposed modifications shall focus on improvement to the water distribution system related to satisfying the LOS criteria, pumping capacity, redundancy, and replacement of known sections of the water distribution system that require frequent maintenance due to breakages or sections of existing asbestos-cement mains. The model will be used to size the proposed water distribution system improvements based on efficient hydraulic operation and satisfying the LOS criteria.

CONSULTANT will identify all areas of recommended water distribution system improvements and incorporate these within the overall system model. During the modeling, CONSULTANT shall keep VILLAGE staff informed of the results and will coordinate VILLAGE staff review and finalize improvement locations within the water distribution system. Based on VILLAGE input, a final model scenario shall be developed and utilized for master planning purposes of water distribution system improvements.

#### **TASK 8 - PREPARE DRAFT REPORT OF RESULTS AND RECOMMENDATIONS (MASTER PLAN)**

This task consists of preparation of a draft Master Plan report of the modeling effort and recommended water distribution system improvements. This report shall be in accordance with the following general outline:

- ▶ Introduction
- ▶ Basis of Evaluation and Planning
- ▶ Hydraulic Evaluation and Overall Assessment of Existing Water Distribution System
- ▶ Recommended Water Distribution System Improvements

- ▶ Recommended Phased Improvement Program
- ▶ Appendices

This task will include the preparation of two drafts of the report. The purpose of these draft reports is to allow for VILLAGE review and comments for product and quality management.

#### **TASK 9 - SUBMIT AND REVIEW (QUALITY CONTROL)**

The CONSULTANT will make the following submittals at various completion levels of this project for the purpose of VILLAGE's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss and receive comments from VILLAGE. The VILLAGE's comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

- A. Review of developed existing water system schematic.
- B. Review initial modelling and calibration results
- C. Draft Water Distribution System Master Plan
- D. 2nd Draft Water Distribution System Master Plan

The CONSULTANT will incorporate the agreed-upon revisions made by the VILLAGE.

A total of four (4) meeting(s) with the VILLAGE is the level of effort for this Task.

#### **TASK 10 - FINAL WATER DISTRIBUTION SYSTEM MASTER PLAN PREPARATION, REPRODUCTION, AND DISTRIBUTION**

CONSULTANT will finalize the Master Plan based upon review comments provided by VILLAGE staff. After the Master Plan is finalized, CONSULTANT shall reproduce and distribute copies.

#### **TASK 11 – PEER REVIEW**

CONSULTANT shall coordinate and obtain peer review of the modelling and work product of this Task Order, as requested by the VILLAGE. Peer review shall be provided by Jones Edmunds & Associates, Inc and shall include the following:

- A. Peer review/QC of the model schematic with emailed comments.



- B. Planning assistance for the field calibration plan. Meeting shall be via teleconference.
- C. Peer review/QC of field calibration plan (prior to submittal to VILLAGE) with emailed comments.
- D. Planning assistance with determination of demand conditions/scenarios to be modelled. Meeting shall be via teleconference.
- E. Peer review/QC of the overall existing model results with emailed comments.
- F. Peer review/QC of the draft report with emailed comments.

### **III. DELIVERABLES**

Project deliverables shall be in accordance with Attachment 1.

### **IV. SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Task Order within the schedule outlined in Attachment 2.

### **V. COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services as outlined below and further detailed in Attachment 3.

- A. For services described in Part II, Scope of Services, Tasks 1 through 11, the lump sum fee of **\$83,700**.

### **VI. ASSUMPTIONS**

This Task Order does not include the provision of the following items:

1. Preparation of bid specifications, drawings and contract documents.
2. Preparation of permit submittal applications.
3. Any expert witness or testimony services.
4. Water quality modeling.
5. Additional field effort associated with finding anomalies (e.g., partially closed valve or other pipe obstructions) associated with achieving reasonable calibration results. Any anomalies discovered will be reported to VILLAGE staff.
6. Services not specifically indicated in this Task Order.

This Task Order assumes the following data or assistance will be provided by VILLAGE:

1. Attendance at project meetings.
2. General project review, where required.
3. Provide pertinent project data and information available from VILLAGE when requested by CONSULTANT.
4. Useable electronic files of VILLAGE's existing GIS database and shape files.
5. Existing information listed under Task 2.
6. Equipment and labor required to complete field fire flow tests.
7. Other project related information requested by CONSULTANT.

**VII. AGREEMENT REFERENCE**

The work authorized under this Task Order shall be performed under the terms and conditions described within the Professional Services Agreement dated April 15, 2016, by and between the Village of Palm Springs ("VILLAGE") and Eckler Engineering, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

**ECKLER ENGINEERING, INC.**

By: 

Print Name: Douglas K. Hammann, P.E.

Title: President

**VILLAGE OF PALM SPRINGS**

By: \_\_\_\_\_

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

Village Attorney's Office

Approved as to form and legality

By: \_\_\_\_\_

(Required if over \$25,000)

## **ATTACHMENT 1**

### **TASK ORDER NUMBER 224 WATER DISTRIBUTION SYSTEM MODEL AND MASTER PLAN**

#### **LIST OF PROJECT DELIVERABLES**

##### **WATER DISTRIBUTION SYSTEM MODEL AND MASTER PLAN**

- A. Draft Submittal
  - 1. One (1) copy(s) for VILLAGE review.
- B. Second Draft Submittal
  - 1. One (1) copy(s) for VILLAGE review.
- C. Final Submittal.
  - 1. Three (3) hard copies of the Final Submittal. Final format shall be 3-ring binder.
  - 2. Ten (10) CD's with Final Submittal in .Pdf format for VILLAGE use.

(Remainder of this page left blank intentionally.)

## ATTACHMENT 2

### TASK ORDER NUMBER 224 WATER DISTRIBUTION TRANSMISSION SYSTEM MODEL AND MASTER PLAN PRELIMINARY PROJECT SCHEDULE

| <u>Activity</u>                                                         | <u>Duration<br/>(Days)</u> | <u>Cumulative<br/>Time (Days)</u> |
|-------------------------------------------------------------------------|----------------------------|-----------------------------------|
| Authorization to Proceed                                                | 0                          | 0                                 |
| Preliminary Coordination with VILLAGE                                   | 14                         | 14                                |
| Data Gathering                                                          | 14                         | 28                                |
| Confirmation of Water Distribution System Schematic                     | 14                         | 42                                |
| Preparation and calibration of Existing Water Distribution System Model | 45                         | 87                                |
| Run Existing System Model                                               | 28                         | 115                               |
| Model Water Distribution System Improvements                            | 30                         | 145                               |
| Prepare Draft Submittal                                                 | 30                         | 175                               |
| VILLAGE Review of Draft Submittal                                       | 14                         | 189                               |
| Prepare Second Draft Submittal                                          | 30                         | 219                               |
| VILLAGE Review of Second Draft Submittal                                | 7                          | 226                               |
| Prepare Final Submittal                                                 | 14                         | 240                               |
| Reproduction, Distribution, and Submittal of Final Submittal            | 7                          | 247                               |

Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dated.

(Remainder of page left blank intentionally.)

# VILLAGE OF PALM SPRINGS

## WATER DISTRIBUTION SYSTEM MODEL AND MASTER PLAN TASK ORDER NO. 224 ATTACHMENT 3

### I. LABOR

DATE: August 16, 2017

|                 | TASK DESCRIPTION                                                           | PERSONNEL               |             |            |            |             |            |              |              |              |          |                |             |
|-----------------|----------------------------------------------------------------------------|-------------------------|-------------|------------|------------|-------------|------------|--------------|--------------|--------------|----------|----------------|-------------|
|                 |                                                                            | Principal               | Engineer 8  | Engineer 6 | Engineer 4 | Engineer 3  | Engineer 2 | Technician 4 | Technician 3 | Technician 2 | Resident | Administrative |             |
| 1               | Project Administration/Management                                          | 6                       | 16.5        |            |            |             |            |              |              |              |          | 16.5           | \$5,734.50  |
| 2               | Coordination with VILLAGE Staff                                            |                         | 8           |            |            | 16          |            | 8            |              |              |          | 4              | \$4,552.00  |
| 3               | Data Gathering                                                             |                         | 4           |            |            | 18          |            | 18           |              |              |          | 2              | \$5,040.00  |
| 4               | Confirm Base Schematic of Existing Water Distribution System               |                         | 8           |            |            | 24          |            | 40           |              |              |          | 4              | \$9,280.00  |
| 5               | Prepare Model of Existing Water Distribution System                        |                         | 8           |            |            | 24          |            |              |              |              |          |                | \$4,128.00  |
| 6               | Model Existing Water Distribution System                                   |                         | 16          |            |            | 40          |            |              |              |              |          |                | \$7,400.00  |
| 7               | Model Proposed Improvements to Water Distribution System                   |                         | 8           |            |            | 20          |            |              |              |              |          |                | \$3,700.00  |
| 8               | Prepare Draft report of Results and Recommendations (Master Plan)          | 4                       | 12          |            |            | 40          |            | 32           |              |              |          | 24             | \$13,184.00 |
| 9               | Submit and Review (Quality Control)                                        | 4                       | 32          |            |            | 32          |            |              |              |              |          | 12             | \$11,420.00 |
| 10              | Final Water Distribution System Master Plan, Reproduction and Distribution | 4                       | 4           |            |            | 16          |            | 16           |              |              |          | 12             | \$6,184.00  |
| 11              | Peer Review                                                                |                         |             |            |            |             |            |              |              |              |          |                | \$0.00      |
| 12              | Not Used                                                                   |                         |             |            |            |             |            |              |              |              |          |                | \$0.00      |
| Total Hours     |                                                                            | 18                      | 116.5       | 0          | 0          | 230         | 0          | 114          | 0            | 0            | 0        | 74.5           |             |
| Rate            |                                                                            | \$205.00                | \$195.00    | \$137.00   | \$123.00   | \$107.00    | \$91.00    | \$121.00     | \$110.00     | \$92.00      | \$102.00 | \$78.00        |             |
| Sub-Total Labor |                                                                            | \$3,690.00              | \$22,717.50 | \$0.00     | \$0.00     | \$24,610.00 | \$0.00     | \$13,794.00  | \$0.00       | \$0.00       | \$0.00   | \$5,811.00     | \$70,622.50 |
|                 |                                                                            | TOTAL LABOR \$70,622.50 |             |            |            |             |            |              |              |              |          |                |             |

### II. REIMBURSABLE EXPENSES

| EXPENSE ITEM   | EXPENSE TYPE                   | UNIT | No. OF UNITS | COST PER UNIT | TOTAL COST  |
|----------------|--------------------------------|------|--------------|---------------|-------------|
| 1              | REPRODUCTION                   |      |              |               |             |
|                | Half Size Drawings (11" x 17") | EA   | 0            | \$16.00       | \$0.00      |
|                | Full Size Drawings (22" x 34") | EA   | 0            | \$0.00        | \$0.00      |
|                | Master Plan Submittals         | EA   | 7            | \$82.00       | \$574.00    |
| 2              | PHOTOCOPIES                    | EA   | 1,000        | \$0.25        | \$250.00    |
| 3              | PLOTTING                       |      |              |               |             |
|                | 22 X 34 (SET UP )              | EA   | 0            | \$15.00       | \$0.00      |
|                | 11 X 17 (SET UP)               | EA   | 0            | \$3.00        | \$0.00      |
| 4              | TRAVEL                         |      |              |               |             |
|                | MILEAGE                        | MILE | 469          | \$0.535       | \$250.92    |
|                | TOLLS                          | EA   | 7            | \$4.64        | \$32.48     |
| 5              | SUBCONSULTANTS                 |      |              |               |             |
|                | SURVEY                         | LS   | 0            | \$0.00        | \$0.00      |
|                | ELECTRICAL                     | LS   | 0            | \$0.00        | \$0.00      |
|                | STRUCTURAL                     | LS   | 0            | \$0.00        | \$0.00      |
|                | GEOTECHNICAL                   | LS   | 0            | \$0.00        | \$0.00      |
|                | ARCHITECTURAL                  | LS   | 0            | \$0.00        | \$0.00      |
|                | PEER REVIEW                    | LS   | 1            | \$12,000.00   | \$12,000.00 |
| TOTAL EXPENSES |                                |      |              |               | \$13,107.00 |

**GRAND TOTAL** \$83,729.50

**USE** \$83,700.00



# VILLAGE OF PALM SPRINGS

## WATER DISTRIBUTION SYSTEM MODEL AND MASTER PLAN TASK ORDER NO. 224 ATTACHMENT 3

### I. LABOR

DATE: August 16, 2017

|                 | TASK DESCRIPTION                                                           | PERSONNEL               |             |            |            |             |            |              |              |              |          |                |             |
|-----------------|----------------------------------------------------------------------------|-------------------------|-------------|------------|------------|-------------|------------|--------------|--------------|--------------|----------|----------------|-------------|
|                 |                                                                            | Principal               | Engineer 8  | Engineer 6 | Engineer 4 | Engineer 3  | Engineer 2 | Technician 4 | Technician 3 | Technician 2 | Resident | Administrative |             |
| 1               | Project Administration/Management                                          | 6                       | 16.5        |            |            |             |            |              |              |              |          | 16.5           | \$5,734.50  |
| 2               | Coordination with VILLAGE Staff                                            |                         | 8           |            |            | 16          |            | 8            |              |              |          | 4              | \$4,552.00  |
| 3               | Data Gathering                                                             |                         | 4           |            |            | 18          |            | 18           |              |              |          | 2              | \$5,040.00  |
| 4               | Confirm Base Schematic of Existing Water Distribution System               |                         | 8           |            |            | 24          |            | 40           |              |              |          | 4              | \$9,280.00  |
| 5               | Prepare Model of Existing Water Distribution System                        |                         | 8           |            |            | 24          |            |              |              |              |          |                | \$4,128.00  |
| 6               | Model Existing Water Distribution System                                   |                         | 16          |            |            | 40          |            |              |              |              |          |                | \$7,400.00  |
| 7               | Model Proposed Improvements to Water Distribution System                   |                         | 8           |            |            | 20          |            |              |              |              |          |                | \$3,700.00  |
| 8               | Prepare Draft report of Results and Recommendations (Master Plan)          | 4                       | 12          |            |            | 40          |            | 32           |              |              |          | 24             | \$13,184.00 |
| 9               | Submit and Review (Quality Control)                                        | 4                       | 32          |            |            | 32          |            |              |              |              |          | 12             | \$11,420.00 |
| 10              | Final Water Distribution System Master Plan, Reproduction and Distribution | 4                       | 4           |            |            | 16          |            | 16           |              |              |          | 12             | \$6,184.00  |
| 11              | Peer Review                                                                |                         |             |            |            |             |            |              |              |              |          |                | \$0.00      |
| 12              | Not Used                                                                   |                         |             |            |            |             |            |              |              |              |          |                | \$0.00      |
| Total Hours     |                                                                            | 18                      | 116.5       | 0          | 0          | 230         | 0          | 114          | 0            | 0            | 0        | 74.5           |             |
| Rate            |                                                                            | \$205.00                | \$195.00    | \$137.00   | \$123.00   | \$107.00    | \$91.00    | \$121.00     | \$110.00     | \$92.00      | \$102.00 | \$78.00        |             |
| Sub-Total Labor |                                                                            | \$3,690.00              | \$22,717.50 | \$0.00     | \$0.00     | \$24,610.00 | \$0.00     | \$13,794.00  | \$0.00       | \$0.00       | \$0.00   | \$5,811.00     | \$70,622.50 |
|                 |                                                                            | TOTAL LABOR \$70,622.50 |             |            |            |             |            |              |              |              |          |                |             |

### II. REIMBURSABLE EXPENSES

| EXPENSE ITEM   | EXPENSE TYPE                   | UNIT | No. OF UNITS | COST PER UNIT | TOTAL COST  |
|----------------|--------------------------------|------|--------------|---------------|-------------|
| 1              | REPRODUCTION                   |      |              |               |             |
|                | Half Size Drawings (11" x 17") | EA   | 0            | \$16.00       | \$0.00      |
|                | Full Size Drawings (22" x 34") | EA   | 0            | \$0.00        | \$0.00      |
|                | Master Plan Submittals         | EA   | 7            | \$82.00       | \$574.00    |
| 2              | PHOTOCOPIES                    | EA   | 1,000        | \$0.25        | \$250.00    |
| 3              | PLOTTING                       |      |              |               |             |
|                | 22 X 34 (SET UP )              | EA   | 0            | \$15.00       | \$0.00      |
|                | 11 X 17 (SET UP)               | EA   | 0            | \$3.00        | \$0.00      |
| 4              | TRAVEL                         |      |              |               |             |
|                | MILEAGE                        | MILE | 469          | \$0.535       | \$250.92    |
|                | TOLLS                          | EA   | 7            | \$4.64        | \$32.48     |
| 5              | SUBCONSULTANTS                 |      |              |               |             |
|                | SURVEY                         | LS   | 0            | \$0.00        | \$0.00      |
|                | ELECTRICAL                     | LS   | 0            | \$0.00        | \$0.00      |
|                | STRUCTURAL                     | LS   | 0            | \$0.00        | \$0.00      |
|                | GEOTECHNICAL                   | LS   | 0            | \$0.00        | \$0.00      |
|                | ARCHITECTURAL                  | LS   | 0            | \$0.00        | \$0.00      |
|                | PEER REVIEW                    | LS   | 1            | \$12,000.00   | \$12,000.00 |
| TOTAL EXPENSES |                                |      |              |               | \$13,107.00 |

**GRAND TOTAL** \$83,729.50

**USE** \$83,700.00



September 12, 2017

Doug Hammann, PE  
Eckler Engineering, Inc.  
4700 Riverside Dr., Suite 110  
Coral Springs, FL 33067

RE: Village of Palm Springs  
Water Distribution System Model and Master Plan  
Jones Edmunds Project No.: 95880-347-17

Dear Mr. Hammann:

In accordance with your request, Jones Edmunds & Associates, Inc. is pleased to submit this Scope of Services to assist Eckler Engineering, Inc. with its Water Distribution System Model and Master Plan project. Jones Edmunds services are focused on assisting Eckler Engineer with Task 11 of its Consulting Service Task Order for the project. Details of Jones Edmunds' Scope of Services are presented below.

## **SCOPE OF WORK**

### **TASK 1 – PROVIDE MODELING ASSISTANCE**

Jones Edmunds proposes the following specific services:

- As part of the model development process, Eckler Engineering is developing a schematic that presents water system components to be included in the hydraulic model. Jones Edmunds will review the schematic and propose modifications (e.g., component additions or deletions), if any, to the schematic. The proposed modifications will be transmitted to Eckler Engineering via email.
- Eckler Engineering is developing a model adjustment/calibration plan that is aimed at collecting field data that will be used to calibrate the hydraulic model. Jones Edmunds will participate in a teleconference to help establish items and select potential data (e.g., pressures and flow rate) collection locations to be considered for inclusion in the plan.
- Jones Edmunds will perform a quality control review of the model adjustment/calibration plan and provide comments (prior to submittal to VILLAGE) to Eckler Engineer via email.
- Jones Edmunds will participate in a teleconference to assist with establishing the demand conditions and scenarios to be modeled.
- Jones Edmunds will perform a quality control review of the model results and provide comments (prior to submittal to VILLAGE) to Eckler Engineer via email.
- Jones Edmunds will perform a quality control review of the draft report and provide comments (prior to submittal to VILLAGE) to Eckler Engineer via email.

## PROJECT SCHEDULE

Eckler Engineering's overall project duration is 247 calendar days for the Authorization to Proceed. Eckler Engineering and Jones Edmunds will coordinate the schedule for performance of the items included in this Scope of Services.

## PROJECT FEE

Jones Edmunds will perform the above services on a lump-sum basis for \$ 12,000. Invoices will be submitted monthly on a percent-complete basis. However, Jones Edmunds will have a minimum of 7 days to perform each review.

We appreciate this opportunity to continue to serve the Village of Palm Springs and Eckler Engineering. If you have any questions or wish to discuss any aspect of this proposal, please contact me at your convenience at 813-258-0703 or [cbaggett@jonesedmunds.com](mailto:cbaggett@jonesedmunds.com).

Sincerely,

A handwritten signature in blue ink that reads "Chris Baggett". The signature is stylized with a large "C" and a long horizontal stroke at the end.

Christopher C. Baggett, PE, ENV SP  
Chief Engineer/Vice President



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Public Service

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**ITEM #9:** Approve Task Order #225 - Professional Engineering Services - Wastewater Transmission System Hydraulic Model and Master Plan - Eckler Engineering, Inc.

**SUMMARY:** The Public Service Department is requesting approval of Task Order #225 with Eckler Engineering, Inc. for professional engineering services associated with the development of a hydraulic model and master plan of the Village's wastewater transmission system.

Currently, the Village's wastewater system provides service to 11,829 accounts through a transmission system consisting of sixty-five (65) lift stations and approximately twenty (20) miles of force mains. Using information from the Village Geographic Information System (GIS) and historical data, a hydraulic model will be developed to identify current and future wastewater flow scenarios. The information acquired from the modeling scenarios will enable staff to identify current deficiencies within the system, assist in developing cost-effective solutions and plan improvements to meet wastewater flows from future growth.

The results of the analysis will be summarized in a Wastewater Transmission Master Plan useful for planning future capital projects and to prepare for the upcoming utility rate study (expected to be completed in FY 2019 and implemented in FY 2020). Additionally, the model will be a valuable tool for planning future impacts to the system.

The proposed costs to develop the hydraulic model and master plan by Eckler Engineering are as follows:

| <b>TASK</b>                                | <b>COST</b> |
|--------------------------------------------|-------------|
| Project Administration/Management          | \$6,485.50  |
| Coordination with Village Staff            | \$4,552.00  |
| Data Gathering                             | \$4,650.00  |
| Confirm Base Wastewater System Network     | \$9,280.00  |
| Prepare Model                              | \$4,128.00  |
| Model Simulations of Existing System       | \$7,400.00  |
| Model Simulations of Proposed Improvements | \$3,700.00  |
| Analyze Impacts to Existing Lift Stations  | \$6,620.00  |
| Prepare Draft Report                       | \$13,184.00 |
| Submittals and Review                      | \$11,420.00 |

|                            |                    |
|----------------------------|--------------------|
| Prepare Final Report       | \$5,364.00         |
| Peer Review Sub-consultant | \$12,000.00        |
| Reimbursables              | \$1,133.00         |
| <b>TOTALS</b>              | <b>\$89,916.50</b> |

It is estimated that the project will take approximately nine (9) months from the date the task order is authorized to Eckler Engineering.

Note: Eckler Engineering will be coordinating the services of this project with Jones Edmunds & Associates, who will serve as a sub-consultant to Eckler Engineering for peer review (modeling oversight).

Staff recommends approval of Task Order #225 with Eckler Engineering, Inc. in the amount of \$89,916.50 for the professional engineering services associated with the development of a hydraulic model and master plan of the Village's wastewater transmission system.

The proposed Task Order was prepared by Eckler Engineering, Inc. and reviewed by the Public Services Director, Assistant Public Services Director/Engineer, Finance Director and Village Attorney.

**FISCAL IMPACT:**

Funding to support the proposed task order is available within the FY 2018 Budget - Water and Sewer Enterprise Fund.

**ATTACHMENTS:**

1. Eckler Engineering - Task Order #225 - Engineering Services - Wastewater Transmission System Model and Master Plan
2. Attachment -Task Order Budget Summary
3. Proposal for Peer Review Services (Modeling Oversight) - Jones Edmunds & Associates



**VILLAGE OF PALM SPRINGS**  
**CONSULTING SERVICE TASK ORDER**

DATE: August 16, 2017

TASK ORDER NO. 225 FOR CONSULTING SERVICES

VILLAGE RFQ. NO.: 2016-002

G/L CODE: 41336-53100

ECKLER ENGINEERING PROJECT NO.: 400-075.00

PROJECT TITLE: Wastewater Transmission System Model and Master Plan

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 15, 2016 between the Village of Palm Springs ("VILLAGE"), and Eckler Engineering, Inc. ("CONSULTANT") hereafter referred to as the Agreement, approved via Resolution 2016-25.

**I. PROJECT DESCRIPTION**

Hydraulic analysis and condition assessment of the VILLAGE's existing force main system. This recommendation was made in response to past force main piping system breaks, increase in horsepower requirements at existing VILLAGE's pump stations, and the results of localized force main integrity evaluation. This project will address the following:

- ▶ Preparation of Geographic Information System (GIS) based hydraulic model of the existing force main system.
- ▶ Evaluation of the force main system hydraulic capacity with respect to current and future service requirements.
- ▶ Evaluation of the existing force main system to identify areas where capacity improvements are necessary or improvements are necessary for redundant systems operation.
- ▶ Utilizing available VILLAGE and Eckler Engineering records, results of the hydraulic modeling evaluation and engineering calculations, CONSULTANT shall prepare a phased Master Plan for recommended improvements to the VILLAGE's existing force main system.

The anticipated Master Plan report will be presented to the VILLAGE per the following tentative table of contents:

- ▶ Introduction
- ▶ Basis of Evaluation and Planning
- ▶ Hydraulic Evaluation and Overall Assessment of Existing Force Main System
- ▶ Recommended Force Main System Improvements
- ▶ Recommended Phased Improvement Program
- ▶ Appendices

## **II. SCOPE OF SERVICES**

The following is a description of the services to be provided under this Task Order.

### **TASK 1 – PROJECT ADMINISTRATION & MANAGEMENT**

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

### **TASK 2 - COORDINATION WITH VILLAGE STAFF**

This task focuses on initial project coordination and obtaining the necessary information from VILLAGE Staff to complete the project.

- A. Initial project kickoff meeting with VILLAGE staff to review overall project scope and work requirements to complete the project per this task order.
- B. Confirmation that current GIS database and shape files have been provided to CONSULTANT.
- C. Review other information that CONSULTANT will require from VILLAGE staff including but not limited to:
  - Most recent field measured influent flow to each pump station.
  - Confirmation of pumping equipment installed in each pump station.
  - Wet well diameter, rim elevation, bottom elevation, and control/alarm levels for each pump station.
  - Information related to location where force main repairs have been made by VILLAGE staff over the last five years.
  - Large use meter readings (all three locations) for the last 24 months.



- Available force main system pressure data from VILLAGE SCADA historian for last 24 months or from wastewater transmission provider SCADA historian.
  - Confirmation of existing asbestos-cement and cast iron force main installation locations and quantities.
  - Confirmation of future wastewater flow projections per pump station.
  - Confirmation of VILLAGE project requirements to be addressed by this project.
  - Confirmation of Level of Service (LOS) criteria (e.g. preferred maximum allowable velocity, preferred maximum headloss gradient).
- D. Confirmation of VILLAGE project requirements to be addressed by this project.

### **TASK 3 - DATA GATHERING**

This task consists of the gathering of data required to complete this project. General requirements of this task shall be as follows:

- A. CONSULTANT shall assist VILLAGE staff with gathering of data as discussed under Task 2 above.
- B. CONSULTANT shall accompany VILLAGE staff to review other specific locations of concern within the force main system.

### **TASK 4 - CONFIRM BASE SCHEMATIC OF EXISTING FORCE MAIN SYSTEM**

This task consists of the engineering evaluation and confirmation of the adequacy of information provided by the VILLAGE GIS system relative to wastewater transmission system components. This task shall address the following:

- A. CONSULTANT shall review existing GIS database and shape files as needed for the base schematic of the existing wastewater transmission system including force main piping components, valves, air release valves, and pump station locations. This confirmation step will also include the existing master billing meter sites.
- B. CONSULTANT shall prepare a list of items missing or needed to finalize the wastewater transmission system base schematic for modeling purposes.
- C. Based on information available from VILLAGE and Eckler Engineering staff, CONSULTANT shall finalize the base existing wastewater transmission system schematic for modeling purposes. As part of this process, the CONSULTANT shall submit the draft schematic to the VILLAGE staff for review and comment. The CONSULTANT will meet with the VILLAGE staff and incorporate comments into the schematic as agreed to at the meeting.



#### **TASK 5 - PREPARE MODEL OF EXISTING FORCE MAIN SYSTEM**

CONSULTANT will prepare the hydraulic model inclusive of coordinating the force main input parameters required to model the existing wastewater transmission system. This hydraulic model will be used to simulate the operational parameters of the existing wastewater transmission system. CONSULTANT shall calibrate the model based on known system pressures and/or discharge elevations. Initial model runs shall be completed to adjust and calibrate to outfall parameters (billing meter pressures). Individual pumps will not be input into the model.

#### **TASK 6 - MODEL EXISTING FORCE MAIN SYSTEM**

CONSULTANT shall model the existing system to determine the following:

- A. Operational parameters and LOS confirmation of the existing system inclusive of pipeline velocity and headloss values under known existing flow parameters.
- B. Existing model runs (20 model scenarios are anticipated) shall be utilized to determine areas where capacity improvements are necessary based on velocity and headloss LOS criteria.

#### **TASK 7 - MODEL PROPOSED IMPROVEMENTS TO FORCE MAIN SYSTEM**

CONSULTANT shall revise the model data to incorporate potential modifications to the wastewater transmission system. The proposed modifications shall focus on improvement to the wastewater transmission system related to capacity, redundancy, and replacement of known sections of the force main system that require frequent maintenance due to breakages. The model will be used to size the proposed force main system improvements based on efficient hydraulic operation using velocity and headloss values as design parameters.

CONSULTANT will identify all areas of recommended wastewater transmission system improvements and incorporate these within the overall system model. During the modeling, CONSULTANT shall keep VILLAGE staff informed of the results and will coordinate VILLAGE staff review and finalize improvement locations within the wastewater transmission system. Based on VILLAGE input, a final model scenario shall be developed and utilized for master planning purposes of wastewater transmission system improvements.

#### **TASK 8 - REVIEW IMPACTS TO EXISTING PUMP STATION CAPABILITIES**

CONSULTANT will review impact of modeled wastewater transmission system on each existing sanitary pump station. Based on the results of the above referenced model, the total dynamic head (TDH) will be calculated for each existing pump station. Following

determination of TDH for each pump station, the pump stations will be evaluated with regard to hydraulic capacity of the existing equipment.

This review will determine the necessary hydraulic conditions (flow and TDH) along with horsepower required at each of the existing pump stations. This information may be used for future improvements at the pump stations based on the improved hydraulics of the proposed modified wastewater transmission system.

Following completion of the review of impact to each pump station, the data will be tabulated including but not limited to the following: existing pump conditions and horsepower and proposed pump conditions and horsepower.

#### **TASK 9 - PREPARE DRAFT REPORT OF RESULTS AND RECOMMENDATIONS (MASTER PLAN)**

This task consists of preparation of a draft Master Plan report of the modeling effort and recommended wastewater transmission system improvements. This report shall be in accordance with the following general outline:

- ▶ Introduction
- ▶ Basis of Evaluation and Planning
- ▶ Hydraulic Evaluation and Overall Assessment of Existing Force Main System
- ▶ Recommended Force Main System Improvements
- ▶ Recommended Phased Improvement Program
- ▶ Appendices

This task will include the preparation of two drafts of the report. The purpose of these draft reports is to allow for VILLAGE review and comments for product and quality management.

#### **TASK 10 - SUBMIT AND REVIEW (QUALITY CONTROL)**

The CONSULTANT will make the following submittals at various completion levels of this project for the purpose of VILLAGE's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss and receive comments from VILLAGE. The VILLAGE's comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

- A. Review of developed existing water system schematic.

- B. Review initial modeling results.
- C. Draft Wastewater Transmission System Master Plan
- D. 2nd Draft Wastewater Transmission System Master Plan

The CONSULTANT will incorporate the agreed-upon revisions made by the VILLAGE.

A total of four (4) meeting(s) with the VILLAGE is the level of effort for this Task.

#### **TASK 11 - FINAL WASTEWATER TRANSMISSION SYSTEM MASTER PLAN PREPARATION, REPRODUCTION, AND DISTRIBUTION**

CONSULTANT will finalize the Master Plan based upon review comments provided by VILLAGE staff. After the Master Plan is finalized, CONSULTANT shall reproduce and distribute copies.

#### **TASK 12 – PEER REVIEW**

CONSULTANT shall coordinate and obtain peer review of the modelling and work product of this Task Order, as requested by the VILLAGE. Peer review shall be provided by Jones Edmunds & Associates, Inc and shall include the following:

- A. Peer review/QC of the model schematic with emailed comments.
- B. Planning assistance for the model adjustment/calibration plan. Meeting shall be via teleconference.
- C. Peer review/QC of field calibration plan (prior to submittal to VILLAGE) with emailed comments.
- D. Peer review/QC of the overall existing model results with emailed comments.
- E. Peer review/QC of the draft report with emailed comments.

### **III. DELIVERABLES**

Project deliverables for the design and construction phases shall be in accordance with Attachment 1.

### **IV. SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Task Order within the schedule outlined in Attachment 2.



**V. COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services as outlined below and further detailed in Attachment 3.

- A. For services described in Part II, Scope of Services, Tasks 1 through 12, the lump sum fee of **\$89,900**.

**VI. ASSUMPTIONS**

This Task Order does not include the provision of the following items:

1. Preparation of bid specifications, drawings and contract documents.
2. Preparation of permit submittal applications.
3. Any expert witness or testimony services.
4. Additional field effort associated with finding anomalies (e.g. partially closed valve or other pipe obstructions) associated with achieving reasonable calibration. Any anomalies discovered will be reported to VILLAGE staff.
5. Services not specifically indicated in this Task Order.

This Task Order assumes the following data or assistance will be provided by VILLAGE:

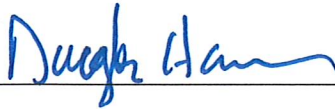
1. Attendance at project meetings.
2. General project review, where required.
3. Provide pertinent project data and information available from VILLAGE when requested by CONSULTANT.
4. Useable electronic files of VILLAGE's existing GIS database and shape files.
5. Existing information listed under Task 2.
6. Existing flow information influent and pumped at each existing lift station.
7. Records of force main system repairs within the previous five year period.
8. Other project related information requested by CONSULTANT.

**VII. AGREEMENT REFERENCE**

The work authorized under this Task Order shall be performed under the terms and conditions described within the Professional Services Agreement dated April 15, 2016, by and between the Village of Palm Springs ("VILLAGE") and Eckler Engineering, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

**ECKLER ENGINEERING, INC.**

**VILLAGE OF PALM SPRINGS**

By: 

By: \_\_\_\_\_

Print Name: Douglas K. Hammann, P.E.

Title: President

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

Village Attorney's Office

Approved as to form and legality

By: \_\_\_\_\_

(Required if over \$25,000)

## **ATTACHMENT 1**

### **TASK ORDER NUMBER 225 WASTEWATER TRANSMISSION SYSTEM MODEL AND MASTER PLAN**

#### **LIST OF PROJECT DELIVERABLES**

##### **WASTEWATER TRANSMISSION SYSTEM MODEL AND MASTER PLAN**

- A. Draft Submittal
  - 1. One (1) copy(s) for VILLAGE review.
- B. Second Draft Submittal
  - 1. One (1) copy(s) for VILLAGE review.
- C. Final Submittal.
  - 1. Three (3) hard copies of the Final Submittal. Final format shall be 3-ring binder.
  - 2. Ten (10) CD's with Final Submittal in .Pdf format for VILLAGE use.

**ATTACHMENT 2**  
**WASTEWATER TRANSMISSION SYSTEM MODEL AND MASTER PLAN**  
**TASK ORDER NUMBER 225**

**PRELIMINARY PROJECT SCHEDULE**

| <u>Activity</u>                                              | <u>Duration<br/>(Days)</u> | <u>Cumulative<br/>Time (Days)</u> |
|--------------------------------------------------------------|----------------------------|-----------------------------------|
| Authorization to Proceed                                     | 0                          | 0                                 |
| Preliminary Coordination with VILLAGE                        | 14                         | 14                                |
| Data Gathering                                               | 14                         | 28                                |
| Confirmation of Force Main System Schematic                  | 14                         | 42                                |
| Preparation of Existing Force Main System Model              | 45                         | 87                                |
| Run Existing System Model                                    | 28                         | 115                               |
| Model Force Main System Improvements                         | 30                         | 145                               |
| Review Impacts to Existing Pump Stations                     | 30                         | 175                               |
| Prepare Draft Submittal                                      | 30                         | 205                               |
| VILLAGE Review of Draft Submittal                            | 14                         | 219                               |
| Prepare Second Draft Submittal                               | 30                         | 249                               |
| VILLAGE Review of Second Draft Submittal                     | 7                          | 256                               |
| Prepare Final Submittal                                      | 14                         | 270                               |
| Reproduction, Distribution, and Submittal of Final Submittal | 7                          | 277                               |

Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dates.

# VILLAGE OF PALM SPRINGS

## WASTEWATER TRANSMISSION SYSTEM MODEL AND MASTER PLAN TASK ORDER NO. 225 ATTACHMENT 3

### I. LABOR

DATE: August 16, 2017

|                 | TASK DESCRIPTION                                                   | PERSONNEL   |             |            |            |             |            |              |              |              |          |                |             |
|-----------------|--------------------------------------------------------------------|-------------|-------------|------------|------------|-------------|------------|--------------|--------------|--------------|----------|----------------|-------------|
|                 |                                                                    | Principal   | Engineer 8  | Engineer 6 | Engineer 4 | Engineer 3  | Engineer 2 | Technician 4 | Technician 3 | Technician 2 | Resident | Administrative |             |
| 1               | Project Administration/Management                                  | 7           | 17.5        |            |            |             |            |              |              |              |          | 21             | \$6,485.50  |
| 2               | Coordination with Village Staff                                    |             | 8           |            |            | 16          |            | 8            |              |              |          | 4              | \$4,552.00  |
| 3               | Data Gathering                                                     |             | 2           |            |            | 18          |            | 18           |              |              |          | 2              | \$4,650.00  |
| 4               | Confirm base Schematic of Existing Forcemain System                |             | 8           |            |            | 24          |            | 40           |              |              |          | 4              | \$9,280.00  |
| 5               | Prepare Model of Existing Forcemain System                         |             | 8           |            |            | 24          |            |              |              |              |          |                | \$4,128.00  |
| 6               | Model Existing Forcemain System                                    |             | 16          |            |            | 40          |            |              |              |              |          |                | \$7,400.00  |
| 7               | Model Proposed Improvements to Forcemain System                    |             | 8           |            |            | 20          |            |              |              |              |          |                | \$3,700.00  |
| 8               | Review Impacts to Existing Lift Station capabilities               |             | 12          |            |            | 40          |            |              |              |              |          |                | \$6,620.00  |
| 9               | Prepare Draft report of Results and Recommendations (Master Plan)  | 4           | 12          |            |            | 40          |            | 32           |              |              |          | 24             | \$13,184.00 |
| 10              | Submit and Review (Quality Control)                                | 4           | 32          |            |            | 32          |            |              |              |              |          | 12             | \$11,420.00 |
| 11              | Final Wastewater Transmission System Master Plan, Reproduction and |             | 4           |            |            | 16          |            | 16           |              |              |          | 12             | \$5,364.00  |
| 12              | Peer Review                                                        |             |             |            |            |             |            |              |              |              |          |                | \$0.00      |
| Total Hours     |                                                                    | 15          | 127.5       | 0          | 0          | 270         | 0          | 114          | 0            | 0            | 0        | 79             |             |
| Rate            |                                                                    | \$205.00    | \$195.00    | \$137.00   | \$123.00   | \$107.00    | \$91.00    | \$121.00     | \$110.00     | \$92.00      | \$102.00 | \$78.00        |             |
| Sub-Total Labor |                                                                    | \$3,075.00  | \$24,862.50 | \$0.00     | \$0.00     | \$28,890.00 | \$0.00     | \$13,794.00  | \$0.00       | \$0.00       | \$0.00   | \$6,162.00     | \$76,783.50 |
|                 |                                                                    | TOTAL LABOR |             |            |            |             |            |              |              |              |          |                | \$76,783.50 |

### II. REIMBURSABLE EXPENSES

| EXPENSE ITEM          | EXPENSE TYPE                   | UNIT | No. OF UNITS | COST PER UNIT | TOTAL COST  |
|-----------------------|--------------------------------|------|--------------|---------------|-------------|
| 1                     | REPRODUCTION                   |      |              |               |             |
|                       | Half Size Drawings (11" x 17") | EA   | 0            | \$16.00       | \$0.00      |
|                       | Full Size Drawings (22" x 34") | EA   | 0            | \$0.00        | \$0.00      |
|                       | Master Plan Submittals         | EA   | 7            | \$84.50       | \$591.50    |
| 2                     | PHOTOCOPIES                    | EA   | 1,000        | \$0.25        | \$250.00    |
| 3                     | PLOTTING                       |      |              |               |             |
|                       | 22 X 34 (SET UP )              | EA   | 0            | \$15.00       | \$0.00      |
|                       | 11 X 17 (SET UP)               | EA   | 0            | \$3.00        | \$0.00      |
| 4                     | TRAVEL                         |      |              |               |             |
|                       | MILEAGE                        | MILE | 544          | \$0.535       | \$291.04    |
|                       | TOLLS                          | EA   | 0            | \$4.64        | \$0.00      |
| 5                     | SUBCONSULTANTS                 |      |              |               |             |
|                       | SURVEY                         | LS   | 0            | \$0.00        | \$0.00      |
|                       | ELECTRICAL                     | LS   | 0            | \$0.00        | \$0.00      |
|                       | STRUCTURAL                     | LS   | 0            | \$0.00        | \$0.00      |
|                       | GEOTECHNICAL                   | LS   | 0            | \$0.00        | \$0.00      |
|                       | ARCHITECTURAL                  | LS   | 0            | \$0.00        | \$0.00      |
|                       | PEER REVIEW                    | LS   | 1            | \$12,000.00   | \$12,000.00 |
| <b>TOTAL EXPENSES</b> |                                |      |              |               | \$13,133.00 |

**GRAND TOTAL** \$89,916.50

**USE** \$89,900.00



# VILLAGE OF PALM SPRINGS

## WASTEWATER TRANSMISSION SYSTEM MODEL AND MASTER PLAN TASK ORDER NO. 225 ATTACHMENT 3

### I. LABOR

DATE: August 16, 2017

|                 | TASK DESCRIPTION                                                   | PERSONNEL   |             |            |            |             |            |              |              |              |          |                |             |
|-----------------|--------------------------------------------------------------------|-------------|-------------|------------|------------|-------------|------------|--------------|--------------|--------------|----------|----------------|-------------|
|                 |                                                                    | Principal   | Engineer 8  | Engineer 6 | Engineer 4 | Engineer 3  | Engineer 2 | Technician 4 | Technician 3 | Technician 2 | Resident | Administrative |             |
| 1               | Project Administration/Management                                  | 7           | 17.5        |            |            |             |            |              |              |              |          | 21             | \$6,485.50  |
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| Total Hours     |                                                                    | 15          | 127.5       | 0          | 0          | 270         | 0          | 114          | 0            | 0            | 0        | 79             |             |
| Rate            |                                                                    | \$205.00    | \$195.00    | \$137.00   | \$123.00   | \$107.00    | \$91.00    | \$121.00     | \$110.00     | \$92.00      | \$102.00 | \$78.00        |             |
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|                 |                                                                    | TOTAL LABOR |             |            |            |             |            |              |              |              |          |                | \$76,783.50 |

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| 5                     | SUBCONSULTANTS                 |      |              |               |                    |
|                       | SURVEY                         | LS   | 0            | \$0.00        | \$0.00             |
|                       | ELECTRICAL                     | LS   | 0            | \$0.00        | \$0.00             |
|                       | STRUCTURAL                     | LS   | 0            | \$0.00        | \$0.00             |
|                       | GEOTECHNICAL                   | LS   | 0            | \$0.00        | \$0.00             |
|                       | ARCHITECTURAL                  | LS   | 0            | \$0.00        | \$0.00             |
|                       | PEER REVIEW                    | LS   | 1            | \$12,000.00   | \$12,000.00        |
| <b>TOTAL EXPENSES</b> |                                |      |              |               | <b>\$13,133.00</b> |

**GRAND TOTAL** \$89,916.50

**USE** \$89,900.00



September 12, 2017

Doug Hammann, PE  
Eckler Engineering, Inc.  
4700 Riverside Dr., Suite 110  
Coral Springs, FL 33067

RE: Village of Palm Springs  
Wastewater Transmission System Model and Master Plan  
Jones Edmunds Project No.: 95880-348-17

Dear Mr. Hammann:

In accordance with your request, Jones Edmunds & Associates, Inc. is pleased to submit this Scope of Services to assist Eckler Engineering, Inc. with its Wastewater Transmission System Model and Master Plan project. Jones Edmunds services are focused on assisting Eckler Engineer with Task 12 of its Consulting Service Task Order for the Wastewater Transmission System Model and Master Plan project. Details of the Scope of Services are presented below

## **SCOPE OF WORK**

### **TASK 1 – PROVIDE MODELING ASSISTANCE**

Jones Edmunds proposes the following specific services:

- As part of the model development process, Eckler Engineering is developing a schematic that presents wastewater system components to be included in the hydraulic model. Jones Edmunds will review the schematic and propose modifications (e.g., component additions or deletions) for consideration, if any, to the schematic. The proposed modifications will be transmitted to Eckler Engineering via email.
- Eckler Engineering is developing a model adjustment/calibration plan that is aimed at collecting field data that will be used to calibrate the hydraulic model. Jones Edmunds will participate in a teleconference to help establish items and lift stations for pump down testing that should be considered for inclusion in the plan.
- Jones Edmunds will perform a quality control review of the model adjustment/calibration plan and provide comments (prior to submittal to VILLAGE) to Eckler Engineer via email.
- Jones Edmunds will perform a quality control review of the model results and provide comments (prior to submittal to VILLAGE) to Eckler Engineer via email.
- Jones Edmunds will perform a quality control review of the draft report and provide comments (prior to submittal to VILLAGE) to Eckler Engineer via email.

## PROJECT SCHEDULE

Eckler Engineering's overall project duration is 277 calendar days for the Authorization to Proceed. Eckler Engineering and Jones Edmunds will coordinate the schedule for performance of the items included in this Scope of Services. However, Jones Edmunds will have a minimum of 7 days to perform each review.

## PROJECT FEE

Jones Edmunds will perform the above services on a lump-sum basis for \$ 12,000. Invoices will be submitted monthly on a percent-complete basis.

We appreciate this opportunity to continue to serve the Village of Palm Springs and Eckler Engineering. If you have any questions or wish to discuss any aspect of this proposal, please contact me at your convenience at 813-258-0703 or [cbaggett@jonesedmunds.com](mailto:cbaggett@jonesedmunds.com).

Sincerely,



Christopher C. Baggett, PE, ENV SP  
Chief Engineer/Vice President



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Land Development

---

**ITEM #10:** Approve Contract Award - Continuing Geographic Information Systems (GIS) Consulting Services (RFP # 2017R-005)

**SUMMARY:** Within the proposed FY 2018 budget staff recommending outsource its geographic information system (GIS) operation and program expansion service. Currently, the Village maintains a GIS database that utilizes ESRI ArcGIS software and we are planning to expand our GIS structure and utilize our GIS database as a tool for its employees through the ArcGIS Online platform. As a result, staff is in need of a technical expert to help build our data base and maps to support the Village's needs. Additionally, a proposed vendor would identify program needs, design and develop custom applications, automate repetitive tasks with scripting, train staff on applications and basic map making, and perform quality control checks and review data collected in the field. Selection of a contracted GIS consultant to take on the mapping responsibilities for the Village is expected to result in a proposed savings of \$40,000 (in payroll and benefit costs)

To ensure the most qualified firm was selected for the outsourcing of the GIS function, staff issued a Request for Proposals (RFP) to obtain competitive proposals for Continuing Geographic Information Systems (GIS) Consulting Services (RFP # 2017R-005) - July 14, 2017. The scope of the proposed multi-year continuing services contract would include all oversight, operations and maintenance for the Village's GIS system, including project management, update of data, quality control and validation of data, strategic planning for GIS needs for future budgets and training of staff. As a result, the Village received five (5) proposal from the following firms:

- Calvin Giordano & Associates, Inc. - Fort Lauderdale, FL
- Flipside GEO - Satellite Beach, FL
- Florida Technical Consultants - Delray Beach, FL
- Geographic Technologies Group - Goldsboro, NC
- Spatial Focus Group - Boca Raton, FL

In an effort to evaluate the bids that were received, the Village Manager appointed a five (5) member employee Evaluation Committee. The Committee met on August 14, 2017, and after being properly noticed (i.e., posted on the Public Notification Board and notice to the PBC Inspector General's Office), evaluated each vendor's proposals based on the following:

- Experience in Florida
- Technical Skills and Approach to GIS Support Services

- Qualifications and Role of Key Personnel
- Cost
- Local Preference

As a result, the Evaluation Committee recommended the selection of Florida Technical Consultants for Continuing Geographic Information Systems (GIS) Consultants Services based on their local government experience, approach to provision of continuing GIS services and availability to provide services in person versus remotely. The proposed hourly rates are as follows:

- Project Manager        \$135
- Senior GIS Analyst    \$110
- GIS Specialist         \$ 95
- GIS Intern               \$ 60

If approved, the Village would select Florida Technical Consultants for Continuing Geographic Information Systems (GIS) Consultants Services to provide GIS services to the Village and we would agree to all terms, conditions and pricing as outlined within the proposed Agreement. The term of the proposed three (3) year contract would expire on September 14, 2020 and may be renewed for two (2), one-year periods. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-4. - Purchasing Thresholds. (d) Purchases of more than \$25,000.00. Purchases of more than \$25,000.00 (except for exempt purchases as detailed in this purchasing code) will follow the competitive selection purchase requirements detailed below and Section 58-5. - Competitive selection purchase requirements. (2)Requests for proposals (RFP) and invitations to negotiate (ITN). (a) Conditions for use. Requests for proposals (RFP) and invitations to negotiate (ITN) may be used when: i. The proposed purchasing is anticipated to exceed \$25,000.00; ii. The use of an invitation to bid is not applicable or practicable as determined by the village manager and CFO; and, iii. Experience and knowledge are the key concerns of award. (b)The user department in conjunction with the finance department shall establish the contents of the RFP or ITN. The selection procedure will be established by the user department working together with the finance department. The council shall award the RFP or ITN consistent with the terms of the RFP or ITN (as applicable).

The proposed Agreement was prepared by the Village Attorney and reviewed by the Land Development Director and Finance Director.

The Village has not directly worked with the proposed vendor, however, staff received positive references from both the Village of Tequesta and the Treasure Coast Regional Planning Council and they provided an excellent service.

#### **FISCAL IMPACT:**

Funding to support this contract is available within the FY 2017 & 2018 Budget - General Fund and Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

#### **ATTACHMENTS:**

1. Proposed Agreement with Florida Technical Consultants
2. Exhibit A - Florida Technical Consultants Proposal
3. Request for Proposals (RFP) Continuing Geographical Information System (GIS) Consulting Services - RFP#2017R-005
4. Addendum No. 1 - Request for Proposals (RFP) Continuing Geographical Information System (GIS) Consulting Services
5. Employee Selection Committee Memo
6. Employee Selection Committee Scoring Summary and Scoring Sheets
7. Employee Selection Committee Recommendation Memo

## **AGREEMENT FOR GIS CONSULTING SERVICES**

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and \_\_\_\_\_, a corporation authorized to do business in the State of Florida ("CONSULTANT").

### **RECITALS**

**WHEREAS**, the Village issued RFP #2017R-005 for GIS Consulting Services; and,

**WHEREAS**, the CONSULTANT submitted a proposal to provide GIS Consulting Services; and,

**WHEREAS**, the Village desires to accept the CONSULTANT's proposal; and,

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the CONSULTANT to the Village.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained the sufficiency of which is hereby acknowledged by the parties, the Village and the CONSULTANT agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S PROPOSAL/VILLAGE RFP.** As more specifically set forth in the CONSULTANT's proposal, attached hereto as **Exhibit "A"** and incorporated herein by reference, the CONSULTANT shall provide the Village with GIS services. RFP #2017R-005 shall be deemed to be a part of and incorporated into this Agreement.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that CONSULTANT will act hereunder as an independent contractor and none of the CONSULTANTS, Officers, Directors, Employees, Independent Contractors, Representatives or Agents performing services for CONSULTANT pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and CONSULTANT is that of an Independent Contractor, and neither shall be considered a Joint Venture, Partner, Employee, Agent, Representative or other relationship of the other for any purpose expressly or by implication.

#### SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement shall extend from the date of this Agreement for a period of three (3) years. This Agreement may be renewed upon the consent of both parties for two one (1) year periods.

b. Termination without cause. The Village may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the State of Florida, and as such, this Agreement (and all exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify CONSULTANT of such occurrence and either the Village or CONSULTANT may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay CONSULTANT for all services performed under this Agreement through the date of termination.

**SECTION 5: COMPENSATION.** The Village agrees to compensate the CONSULTANT in accordance with the hourly fee schedule set forth in the CONSULTANT's proposal (**Exhibit "A"**). CONSULTANT shall not charge for any transportation or material related costs.

The CONSULTANT shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous week. The invoices



shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the Village's receipt of the CONSULTANT's invoice.

The Village shall not reimburse the CONSULTANT for any additional costs incurred as a direct or indirect result of the CONSULTANT providing service to the Village under this Agreement and not set forth in **Exhibit "A"**.

**SECTION 6: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agree to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

**SECTION 7: PERSONNEL.** The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 8: SUB-CONSULTANTS.** The Village reserves the right to accept the use of a sub-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and approve all qualifications of any sub-CONSULTANT in order to make a determination as to the capability of the sub-CONSULTANT to perform properly under this Agreement. All sub-CONSULTANTS providing professional services to the CONSULTANT under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-CONSULTANT does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONSULTANT shall indemnify and hold harmless the Village for any claim in excess of the sub-CONSULTANT's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-CONSULTANT.

**SECTION 9: FEDERAL AND STATE TAX.** The Village is exempt from payment of Florida State sales and use tax. The CONSULTANT is not authorized to use the Village's tax exemption number.

**SECTION 10: VENUE AND REMEDIES.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 11: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 12: ACCESS AND AUDITS.** The CONSULTANT shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business. In no circumstances will CONSULTANT be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 13: SUCCESSORS AND ASSIGNS.** The Village and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 14: AUTHORITY TO PRACTICE.** The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

**SECTION 15: NONDISCRIMINATION.** The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 16: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 17: PUBLIC ENTITY CRIMES.** CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a

public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONSULTANT will advise the Village immediately if it becomes aware of any violation of this statute.

**SECTION 18: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the Village shall be sent to:

Village of Palm Springs  
Attn: Village Manager  
226 Cypress Lane  
Palm Springs, FL 33461

and if sent to the CONSULTANT, shall be sent to:

James Barton, PE, President, Florida Technical Consultants  
401 West Atlantic Avenue, Suite 09  
Delray Beach, FL 33444

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

**SECTION 19: ENTIRETY OF AGREEMENT.** The Village and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 20: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 21: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 22: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the CONSULTANT to terminate for cause.

**SECTION 23: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 24: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Village.

**SECTION 25: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 26: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 27: PALM BEACH COUNTY IG.** In accordance with Palm Beach County Ordinance Number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County Ordinance Number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 28: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of the terms of this Agreement, the RFP and the CONSULTANT'S proposal (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement, the RFP and Proposal, the terms of this Agreement shall prevail, then the terms of the RFP, and finally the terms of the Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 29: PUBLIC RECORDS.** CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the

cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org), OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.**

**SECTION 30: INDEMNIFICATION.** The CONSULTANT, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the CONSULTANT, its officers, directors, employees, representatives and agents employed or utilized by the CONSULTANT in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the CONSULTANT, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes nor shall the Village indemnify the CONSULTANT.

**SECTION 31: INSURANCE.** Insurance shall be provided prior to the start of any work and in accordance with the requirements set forth in the RFP.

**SECTION 32: OWNERSHIP DOCUMENTS.** All documents, including, but not limited to, custom applications or datasets, provided by CONSULTANT to the Town, shall be in a format compatible with Town's Computer system shall be given to the Town. Details, design calculations, and all other documents and plans that result from the CONSULTANT's services under this Agreement shall become and remain the property of the Town, including copyright rights, whether the project is completed or not, and will be delivered to the Town upon demand. CONSULTANT reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the CONSULTANT will furnish copies to the Town upon request.

**SECTION 33: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, James Barton hereby represents to the Village that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONSULTANT for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

(Remainder of page left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year set forth above by the Village.

**VILLAGE OF PALM SPRINGS, FLORIDA**

By:

\_\_\_\_\_  
Bev Smith, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Kimberly M. Wynn, Village Clerk

\_\_\_\_\_  
Glen J. Torcivia, Village Attorney

[Corporate Seal]

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: James Barton

Title: President

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24 day of August, 2017, by James Barton, as President of Florida Tealwood Consultants LLC, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public





## CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES

REQUEST FOR PROPOSALS RFP # 017R-005



Submitted to:

Village of Palm Springs  
Village Clerk's Office  
**RFP: # 017R-005**  
226 Cypress Lane  
Palm Springs, FL 33461



Village of Palm Springs Online Water Distribution System

Submitted by:

### Florida Technical Consultants

401 West Atlantic Avenue Suite 09  
Delray Beach, FL 33444  
Contact Person:

**James Barton P.E., LEED AP**  
954.914.8488  
jbarton@fltechinc.com  
www.fltechinc.com

**August 3, 2017**





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- 1. Cover Letter**
- 2. Checklist (Exhibit A)**
- 3. Acknowledgement of Addenda**
- 4. Qualification Submittal Signature Page**
- 5. Proposer Experience in Florida**
- 6. Proposer Technical Skills and Approach to GIS Support Services**
- 7. Qualifications and Role of Key Personnel Assigned to Village  
(Do not include a resume here. All resumes, if included, should  
be included under "Additional RFP Information" tab.)**
- 8. Fees to Perform Services to Palm Springs**
- 9. Copy of Village and/or County business license**
- 10. Conflict of Interest Disclosure Form**
- 11. Notification of Public Entity Crimes Law**
- 12. Drug Free Workplace**
- 13. Non-Collusion Affidavit**
- 14. Truth-In-Negotiation Certificate**
- 15. "Additional RFP 017R-005 Information"**

## Section # 1 - Cover Letter



Dear Selection Committee Members,

August 1, 2017

Florida Technical Consultants (FTC) is pleased to provide this proposal addressing

**REQUEST FOR PROPOSALS RFP # 017R-005 CONTINUING GIS CONSULTING SERVICES**

FTC has been providing GIS services to local governments in South East Florida for over 3 years. Our goal in this program is to assemble GIS data, existing or newly created and make it readily available to staff, commission and the public in useful ways. We will achieve this through a proven successful approach which includes extensive communication with staff and users.

FTC is very familiar with the services required by Village of Palm Springs. We have experience working with the Village with your data so we have a small learning curve. In order for staff to effectively learn the GIS, we've detailed an outline of the recommended program approach to:

1. Review data needs and complete data sets
2. Operationalize the data using Web Based Applications (ArcGIS Online)
3. Monitor and support the program through staff training

FTC is proposing a program support service rather than a project. However, programs will be managed through a series of small projects that will have deliverables and deadlines. In this way both FTC and the Village will be able to direct, track and report activities performed. This approach combined with our low overhead will ensure an effective rate of return on investment.

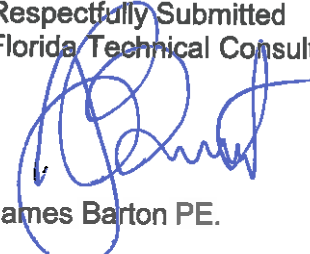
FTC is an ESRI Silver Business Partner and one of only two ESRI Online Business Partners in Florida. We are recognized by ESRI as a firm having expertise in this platform which is actively promoting the use of GIS.

Our company headquarters is located in Delray Beach, only 15 minutes from the Village. This is important because this program requires us to be on site a significant amount of time and be available for unforeseen issues.

The principal person responsible for the successful implementation of GIS services is James Barton P.E., LEED AP, who can always be reached at 954-914-8488, [jbarton@fltechinc.com](mailto:jbarton@fltechinc.com). He has 15 years of experience implementing GIS programs. FTC support staff have Masters' degrees in GIS.

We hope the information provided in this proposal effectively describe our qualifications, understanding and approach to the program. We look forward to the opportunity to clarify any questions.

Respectfully Submitted  
Florida Technical Consultants



James Barton PE.

## Section # 2 - Checklist (Exhibit A) RFP 017R-005

### EXHIBIT A SUBMITTAL CHECKLIST

**Note:**

- 1) This Exhibit must be included in RFP immediately after the cover letter.
- 2) RFP Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed "Additional RFP Information"

- X Cover Letter
- X Copy of this Checklist (Exhibit A)
- X Acknowledgment of Addenda
- X Proposer's Submittal Signature Page
- X Proposer/Team organizational chart
- X Proposer Experience in Florida
- X Proposer Technical Skills and Approach to GIS Support Services
- X Qualifications and Role of Key Personnel Assigned to Village
- X Fee(s) to Perform Services
- X Copy of Village and/or County Business License
- X Conflict of Interest Disclosure Form
- X Notification of Public Entity Crimes Law
- X Drug-Free Work Place
- X Non-Collusion Affidavit
- X Truth-In-Negotiation Certificate
- X Cashier's Check in an amount of \$2500



Section # 3 - Acknowledgement of Addenda

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated Before Aug 3, 2017

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

**PART II: ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION**

Firm: Florida Technical Consultants

Name and Title: James Barton, PE, President

Signature: \_\_\_\_\_

Date: 8/1/2017



## Section # 4 - Qualification Submittal Signature Page

### PROPOSER'S SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Florida Technical Consultants

Street Address:

401 West Atlantic Avenue, Delray Beach, FL 33444

Mailing Address (if different from Street Address):

Telephone Number(s): 954-914-8488

Fax Number(s):

Email Address: jbarton@fltechinc.com

Federal Employer Identification Number: 471886339

Prompt Payment Terms:      %      days' net      days

Signature:

(Signature of authorized agent)

Print Name: James Barton, PE

Title: President

Date: 8/1/2017

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

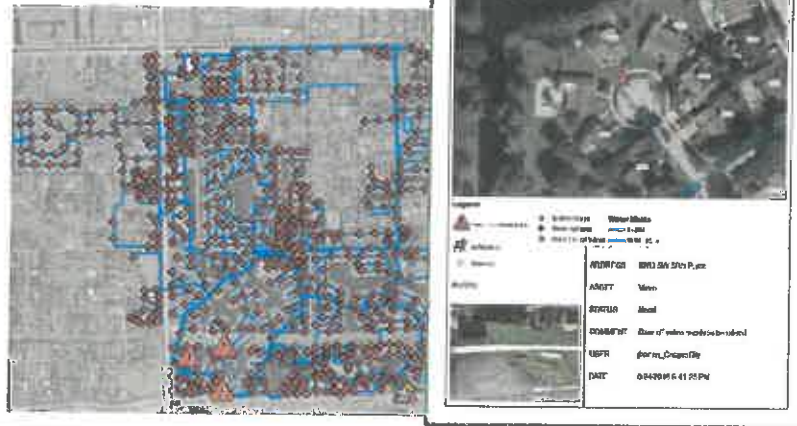
## Section # 5 - Proposer Experience in Florida

The following pages provide descriptions of similar projects completed or in progress. Most projects are being managed as continuing program support programs.

**Cooper City**  
Mr. Michael Bailey  
11791 SW 49th Street  
Cooper City, FL 33330  
(954) 434-5519  
mbailey@coopercityfl.org

FTC converted the City CAD Atlas to GIS. Systems included water, sewer and drainage. Geometric networks were set up and run for valve isolation and capacity analysis. Coordinated label hydrants with Fire Dept. Tracked progress of valve turning contractor. ArcGIS Online Applications were developed and staff trained to inventory, verify features and track emergency repairs.

10/10/2014 – present  
\$20,000



**South Martin Regional Utility**  
Mario E. Loaiza, P.E. -  
Utility Director  
9650 SE Water Street  
Hobe Sound, FL 33475  
(772)-546-6259  
mloaiza@tji.martin.fl.us

FTC converted the utility atlas to GIS, including water and sewer. The process was complicated by the existing CAD parcel data being geographically incorrect in some cases necessitating field verification. Mobile apps were created in ArcGIS Online to validate data from the field.

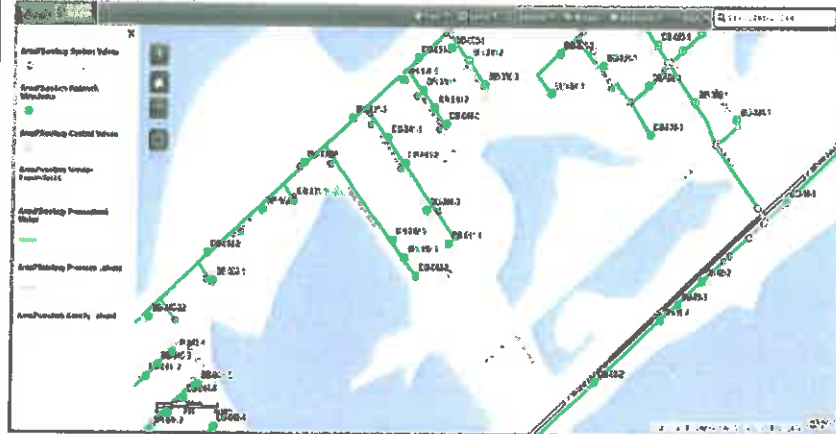
5/1/2015 – present  
\$20,000



**City of Marathon**  
 George Garrett  
 9805 Overseas Highway  
 Marathon, FL 33050  
 Ph (305) 289-4111  
 garrettg@ci.marathon.fl.us

FTC converted City CAD Atlas to GIS. A systems geodatabase had to be created to handle vacuum sewer system. CAD text data was used to populate geodatabases. ArcGIS Online Applications were developed and staff were trained to inventory and field verify features.  
 10/7/2014 – present  
 \$20,000

Sanitary Collection Map Area 7



**Town Palm Beach**  
 Mr. William Francis PE  
 951 Okeechobee Rd.  
 Suite A, West Palm  
 Beach, FL 33401  
 Ph (561) 838-5440  
 Fax 561 835 4683  
 WFrancis@  
 TownofPalmBeach.com

FTC converted the CAD Atlas to GIS. Systems included sewer and drainage. CAD text data was used to populate geodatabases. Geodatabases were built to create system profiles and perform sewer capacity analysis. ArcGIS Online Applications were developed and staff were trained to inventory and field verify features.  
 3/24/2014 present  
 \$35,000 (in progress)





### City of Boca Raton Utilities

Ms. Talia Garcia  
4101 Glades Road  
Boca Raton FL 33431  
(561) 338-7307  
TGarcia@ci.boca-  
raton.fl.us

FTC provided GIS services to the City of Boca Raton Utilities converting Water, Raw Water, Reclaim Water and Sewer Data from CAD to GIS. The data was migrated into the 10.2 Local Government Model Geodatabase. Geometric networks were set up and run for valve isolation and capacity analysis. These changes will be presented to ESRI in order to update the LGIM to support these systems.

1/1/2013 – present

\$20,000



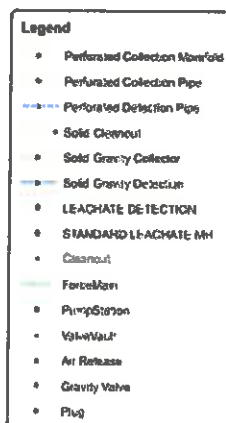
### Solid Waste Authority of Palm Beach County

Ms. Josephine Rudd  
7501 N. Jog Road  
West Palm Beach, FL  
33412  
(561) 640-4000 x 4618  
jrudd@swa.org

FTC converted the Utilities CAD Atlas to GIS as a sub to another firm. Systems included site, water, sewer, drainage, leachate, electrical, gas well monitoring, water and drainage. Several methods were used to map well monitoring values to visualize trends. FTC is now training SWA staff in converting CAD drawings to GIS and maintaining the system.

09/10/2014 – present

\$20,000



**City of Dania Beach**  
**Mr. Ronnie Navarro**  
 1201 Stirling Rd  
 Dania Beach, FL 33004  
 (954) 924-3615  
 rnavarro@ci.dania-beach.fl.us

FTC converted the City CAD Atlas to GIS with another firm. FTC is now field verifying the system and updating the GIS using high resolution aerials and ArcGIS Online. Systems included water, sewer and drainage. 08/10/2015 – present  
 \$10,000



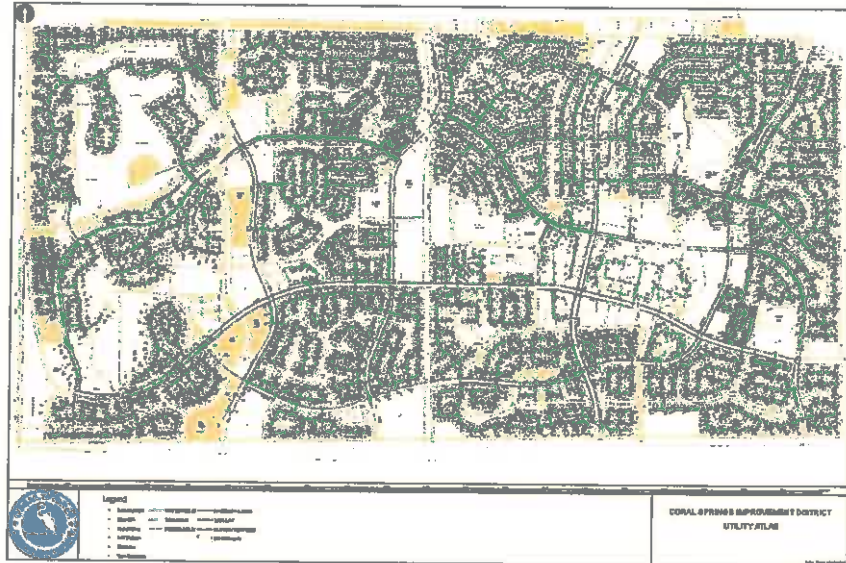
**Town of Davie**  
**Mr. Don Bayler**  
 Utilities Director  
 7351 SW 30 Street  
 Town of Davie,  
 FL 33314  
 Ph 954-327-3741  
 Fax 954-327-3752  
 Don\_Bayler@davie-fl.gov

FTC converted the City CAD Atlas to GIS. ArcGIS Applications were developed and staff were trained to inventory and field verify features. Systems included water and sewer. 09/15/2014– present  
 \$30,000



**Coral Springs Improvement District**  
Mr. Curt Diggins  
Supervisor, CSID  
Coral Springs FL 33071  
(954) 796 6608  
CurtD@fladistricts.com

FTC provided data setup and training for the CSID to collect and input their own data into GIS. Training was done on data collection using ArcGIS Online field apps and building data sets with desktop.  
10/01/15 – Present  
\$24,000



**Boynton Beach Utilities**  
Michael Low, Manager,  
Technical Services  
Boynton Beach Utilities  
City of Boynton Beach  
124 E. Woolbright Rd.  
Boynton Beach,  
Florida 33435  
(561)-742-6403  
lowm@bbfl.us

FTC created a GIS Data set to support modeling in Potable Water, Sanitary Sewer, Reclaim Water and Stormwater. Several sources of existing data were merged and topologically cleaned for snapping, node creation. Elevations were extracted and used to populate nodes. ArcGIS Applications were developed and staff were trained to inventory and field verify features.

\$60,000



**Village of Tequesta**  
**Mr. Sam Heady**  
 345 Tequesta Dr  
 Tequesta, Florida  
 33469  
 (561) 722-1167  
 sheady@tequesta.org

FTC converted the Village Utilities CAD Atlas to GIS. Systems included water and drainage. Coordination was done with Marin County and Loxahatchee River District to collect their facilities and input them into GIS. Water meters were mapped by geocoding. ArcGIS Online mobile apps were created for maintenance crews to validate information from the field. All data was loaded into an asset management system.  
 09/10/2015 – present  
 \$20,000





## **Section # 6 - Proposer Technical Skills and Approach to GIS Support Services**

### **6.1 FTC Technical Skills**

FTC has technical skills and experience to provide a wide range of GIS services to the Village. Recent advances in ERSI technology allow for advanced applications to be readily built with very little coding. These applications can be distributed throughout the organization with tools for staff to review, update and use data for their purposes. The entire FTC work platform will be to build data and maps that staff need and train staff on how to use them.

#### *a. Familiarity and technical skills with custom GIS applications*

FTC routinely builds custom application for local governments all clients using off the shelf technology.

#### *b. Demonstrated knowledge of relational database design*

FTC builds separate geodatabases for each client based on standard ESRI models but modified to match the needs of each client.

#### *c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases*

FTC integrates GIS into all departments that request and require it. The approach to services provides insight to how the process is developed. The process requires that staff understand GIS basics, so training and follow-up are essential to success.

#### *d. Thorough understanding of current addressing practice*

FTC will assist with addressing based on Village, County or Post Office Standards. The Village has been annexing areas which already have addresses which need to be incorporated into the emergency systems. FTC will be able to maintain and perhaps improve this process through communication and quality control.

#### *e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data,*

Village building permit database and police computer-aided dispatch (CAD) linkages GIS data is essential to the effective management of modern Village computer systems. The FTC approach will identify the needs of each department including system integration. Depending on needs and existing procedures, a plan will be developed for each department which include options and budget considerations.

#### *f. Provide GIS technical training to Village staff*

Training staff on using GIS is the key to success. The FTC approach provides a successful incremental process to distribute GIS to staff in a usable and easily consumable format. Regular meetings with feedback are essential to making the GIS simple.

*g. Coordination with other agencies working with GIS data*

FTC understands that in order to know what data is available, we need to know who is responsible for that data. FTC staff have been working with people from many agencies in Palm Beach County for 15 years. We routinely attend local user groups and conferences and have gotten to know the people that have the data and processes we need.

*h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks*

FTC intends to grow GIS throughout the Village. Creation of data, maps and apps is the base element of that process. Recent advances in online technology allow for simple apps to be built specific to individual staff roles. These can be adjusted and reposted without complicated coding. Addressing changes to staff requests will guarantee success.

*i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs*

FTC has found that the demand for GIS will grow if distributed and implemented effectively. As the needs grow, the software requirements may grow with it, requiring additional budget. These budgets may not all come from a single source. In fact different departments have the ability to use different budget line with varying amounts to satisfy their needs. This leads to greater ownership of the process and eventually data. Through a constant approach of implementation and feedback, future needs will be identified and multi departmental plans made for implementation.

## **6.2 Approach to GIS Support Services**

Florida Technical Consultants (FTC) is pleased to provide this Approach for GIS Program Support for the Village of Palm Springs. As per discussions and coordination meetings with the Village, the goal of the program will be to promote the use of GIS throughout the Village. The best results will come from exposing staff to the technology and getting their feedback and buy in.

The program will be implemented with the following workflow:

- Meet with staff to identify needs
- Build data and maps to support needs
- Meet with staff to train, review results and identify additional needs

During the program the ArcGIS Online platform will be utilized. The GIS structure will be identified and organization will be installed. ArcGIS Online will be installed on staff desktops and mobile devices. Staff will be trained on applications. The requirements and costs for an expanded GIS will be developed.

The Village will need to purchase additional GIS licensing. It is critical that the Village purchase an ArcGIS Online Service Package with 5 named users, and highly recommended that 10 – 15 users are purchased.

### **6.2.1 Program Components**

The following key components highlight the flexibility in our approach matching Village needs.

#### Collect and Assess all available GIS Data

- Meet with IT Department
- Review and evaluate data
- Identify additional data sources required
- Identify data update and distribution procedures

#### Coordinate Meeting with Village to set up Implementation

- Identify Departments
- Identify Key Staff
- Identify high value components
- Identify public facing maps

#### Set up Demonstration Projects

- Install Organizational Online System
- Create groups based on departments and users
- Set permissions for viewing and editing
- Create Demo maps per department
- Create Demo applications based on existing data and past experience

#### Interview Meetings with Departments

- Separate interviews per department
- Demonstrate capabilities of maps and apps
- Gather information on additional needs
- Identify key users

#### Staff Training

- Set up workstations
- Set up mobile devices
- Train staff in hands on basic uses
- Obtain additional user requirements for long term growth
- Identify software and hardware needs

#### Technical GIS Training

- Provide GIS technical training on advanced applications with Staff
- Coordination with other agencies working with GIS data, County, State, etc

Technical Guidance Memos (TGMs) - For each department interview, issue guidance memo which outlines

- Department goals
- Staff goals
- Data needs to support the goals
- Review staff capability for data collection and compilation

#### Management Coordination Meeting

- Establish GIS coordination between departments through regular management meetings
- Review results of department interviews and TGMs
- Establish and prioritize goals
- Determine staffing and budget needs

### 6.2.2 Deliverable and Measurable Results

The program deliverables are necessary to recognize goals as being met and define success.

#### Monthly Project Status Reports

- Summary of TGMs
- Outline Apps created
- Indicate which staff and departments are using applications provided during training
- Additional Data and Apps are Required by Departments
- Hardware Standards and Software Requirements
- Operational Support Needs (Data, Apps, Management)
- Staff Development and Training
- Estimates of Time Frame, Schedule and Project Budget

All data and maps created during the Implementation Plan will remain with the Village.

It is assumed:

- The Village IT Department will assist with software and hardware installations
- The Village will provide access to all relevant data, drawings, CAD plans and background information.
- The Village will provide access to staff necessary to research data
- The Village will provide access to staff necessary for training
- The Village will provide a training location with a strong internet connection

### 6.2.3 Specific Requirements

In response to the specific requirements outlined in the RFQ, the FTC methodology will address all requirements.

#### • *Project Management on GIS related projects*

The project will be administered like an engineering project with specific goals and deliverables. Goals will be provided by staff during regular meetings. Deliverables, deadlines and budgets will be defined and met. Emergency requests will be accommodated but regular meetings keep the program on track.

#### • *Manage and update data in GIS platform, including creation of new datasets*

Any data requests and updates will be created and administered in the current GIS including geodatabase, maps and special applications.

#### • *Develop ArcGIS and/or ArcGIS Online templates and applications, and provide training and technical assistance to Village staff in deploying/using templates and applications, including applications for field collection of various utility infrastructure assets*

The newest ESRI platform allows for the creation of specific applications for different departments. This eliminates the need for special programming and greatly reduces cost. However the applications may be limited in their ability to function exactly as envisioned by the end user. Communication and flexibility are of the utmost importance. A large part of that is training. As





staff become more familiar with GIS they will drive better solutions.

- *Custom map services and field collection applications, and automating of repetitive tasks*

The ESRI Online platform is based on linking field information to the desktop users. The desktop software allows for more rigorous analysis and data creation with automation for repetitive tasks. Model tools allow for repetitive analysis procedures which can be used by staff with limited GIS skills.

- *Quality control, review and validation of data*

The FTC approach puts the GIS in the hands of the user. The first tools will be built for staff to review data sets and quickly communicate issues back to the GIS. This means the GIS analyst does not have to be an expert in the detailed workings of each department. The departments themselves will review data and monitor changes, corrections or updates. Planning departments may have 4 changes per month while Utilities will have 4 changes per hour. The tools are specific to each layer under review.

- *Design, install, configure, update, troubleshoot and otherwise maintain the Village's GIS systems and functions, and provide training and technical assistance to Village staff*

FTC has been installing and maintaining GIS systems for many local governments. We are close and can respond very quickly to issues. The ESRI Online platform is easy to install and manage.

- *Geospatial analysis, rendering data and maps for Village projects and studies*

FTC has worked with the Village in the past performing very complicated analysis for demographic studies. We will be able to provide any GIS functions required by the Village.

- *Provide advice on, and perform work as necessary, residential property address dataset enhancements for participation in the Census Bureau Local Update of Census Addresses (LUCA) program*

FTC has worked with many different government agencies performing GIS submittals from utilities, sunshine one submittals to county tax roll assessment preparation. FTC staff have long histories of working in government GIS departments on addressing issues. We will work with LUCA requirements and meet their deadlines.

- *Provide advice on, and perform work as necessary, GIS integration with asset management functions*

Part of the ESRI platform allows for low level asset management. These tools will be implemented almost immediately with Utilities. FTC has brought several clients from that level to full asset management integration.

- *Expansion of utility GIS functions including asset inventory, asset maintenance, emergency response (leaks, breaks, etc.), field inspections, SCADA, and mobile access*

Applications are built on data. The FTC approach starts by building simple tools for all departments at their request and at their learning pace. The system is completely scalable meaning additional applications can be built on the same data or additional data. FTC will recommend that data sets are approach one by one, meaning the first one is complete before the next ones are started. Therefore applications can be working on the first data sets before all the Village wide data is collected. ESRI Open Source Functionality allows for online applications to read information from different systems including SCADA.

- *Special work orders for the development of GIS layers for various applications and/or related Capital Improvement projects*

GIS is a great tool to communicate between departments and integrate with outside consultants. Providing engineers with tools to build and track CIP budgets makes the process much more manageable to build and adjust for changes. The CIPs can be posted for residents and agencies to improve civic engagement.

FTC recently built a tool to track water breaks at CSID. The data was used to build a heat map which isolated 3 distinct neighborhoods needing service line replacements. This was turned into a CIP project for replacement of all lines in those areas. The system is versatile and can be easily adapted to specific issues of the Village.

- *Implement/design interface of GIS with other Village databases (building permits, police computer- aided dispatch)*

Integrating GIS with other databases is possible with GIS Online. Some software packages allow for immediate integration while others require a higher level of ESRI licensing. Budgets may be available within departments requiring integration. FTC can integrate the Village with any system but recommends starting simple and building to meet needs as necessary. Most external software companies are becoming aware of the need to integrate with GIS so new solutions are always being offered. FTC will keep current with trends and assist negotiating on behalf of the Village to build enhancements.

- *Integration with the Village's Tyler Munis® enterprise resource software (ERP) package*

Tyler Technology has multiple Esri-based solutions to assist the Village. These include mobile applications, visualization enhancements and spatial analysis tools. FTC will work with Tyler to link the Village GIS data to Tyler and help staff utilize these tools.

- *Coordination with other agencies working with GIS data: County, State, Property Appraiser, etc.*

FTC routinely coordinates with many agencies to acquire data specific to those agencies. This communication helps keep costs down as many data sets can be found instead of building them. New data sets are being provided as more agencies use GIS.

- *Evaluate existing GIS system and recommend future applications and improvements Village of Palm Springs*

FTC intends to grow GIS into the fabric of Village operations. This requires extensive communication and flexibility. Staff in all departments will be encouraged to use the system. It is a fantastic tool and if provided effectively, it is easy and fun to use.



---

## Section # 7 - Qualifications and Role of Key Personnel Assigned to Village

FTC has a staff of highly qualified GIS personnel. The combined skills of the team can cover all Village GIS needs. Since the Team is small, it is very economical. All team members have implemented training program at FTC and with previous employers. This local expertise is not available in other firms.

*James Barton P.E. President*

James is the primary project contact and will provide all project management functions, program development, GIS utility data builds and on-site training. James has the background experience to cover all program components with 20 years of experience in engineering design and project management of water, sanitation and stormwater programs, including water resources, infrastructure rehabilitation and GIS implementation, environmental engineering, utilities and road construction. Mr. Barton has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design and construction administration.

Since becoming an ESRI Authorized Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works and engineering, but has trained fire, police and city administration.

*Matthew Kurry MA, GIS Specialist*

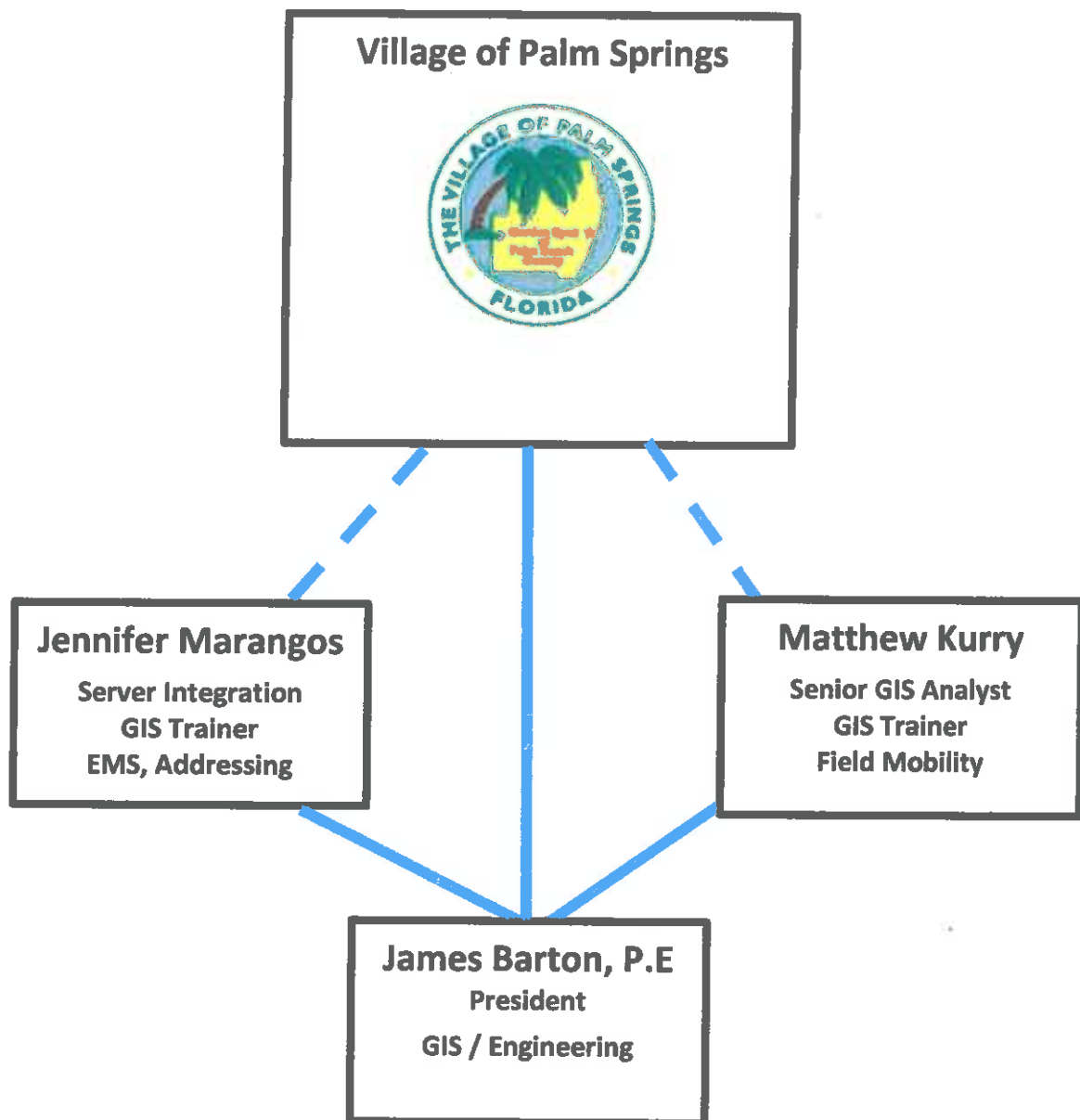
Matthew has a Master's in Geography from FAU. He has served as a GIS specialist for the Seminole Tribe of Florida, and multiple local municipalities in South Florida. His main experience at FTC has been using higher GIS functions to perform analysis, geocoding, building mobile applications and train field crews to work with mobile applications to map features from the field.

*Jennifer Marangos MA, Senior GIS Analyst*

Jennifer is an expert with GIS Services supporting City, Planning, Fire, Police and other Departments. With a Masters in Geography specializing in GIS, she previously provided GIS technical support to all departments at the City of Boca Raton for 12 years.

Detailed resumes of staff are included at the end of this document.

## ORGANIZATIONAL CHART FOR FLORIDA TECHNICAL CONSULTANTS





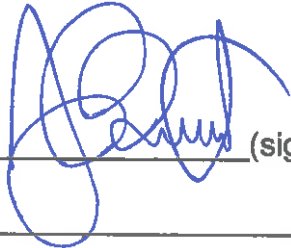
## Section # 8 - Fees to Perform Services to Palm Springs

### FEE(S) TO PERFORM SERVICES

(GIS Consulting Services)

| JOB CLASSIFICATION        | ESTIMATED %<br>OF<br>ROPOSER'S<br>TOTAL<br>ENGAGEMENT<br>HOURS | RATE   |
|---------------------------|----------------------------------------------------------------|--------|
|                           |                                                                |        |
| Project Manager           | 20%                                                            | \$ 135 |
| Senior GIS Analyst        | 40%                                                            | \$ 110 |
| GIS Specialist            | 40%                                                            | \$ 95  |
| GIS Intern (if necessary) | 0%                                                             | \$ 60  |
|                           |                                                                |        |
|                           |                                                                |        |

Executed by:

James Barton  (signature) Print name: James Barton

Title: President

For (Company): Florida Technical Consultants

Address: 401 West Atlantic Avenue

Telephone Number: 954-914-8488 Fax Number: \_\_\_\_\_

Email: jbarton@fltechinc.com

**Section # 9 - Copy of Village and/or County business license**

**State of Florida Corporate Charter & Tax Receipts for FTC**

***State of Florida  
Department of State***

I certify from the records of this office that FLORIDA TECHNICAL CONSULTANTS, L.L.C is a limited liability company organized under the laws of the State of Florida, filed on January 21, 2014.

The document number of this limited liability company is L14000011037.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on January 31, 2016, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirty-first day of January,  
2016*



*Ken Detmer*  
**Secretary of State**

Tracking Number: CC4027601887

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

401 West ATLANTIC AVE Ste 09  
DELRAY BEACH, FL 33444

| TYPE OF BUSINESS          | OWNER                             | CERTIFICATION # | RECEIPT #/DATE PAID   | AMT PAID | BILL #    |
|---------------------------|-----------------------------------|-----------------|-----------------------|----------|-----------|
| 56-0016 ENGINEER BUSINESS | FLORIDA TECHNICAL CONSULTANTS LLC | 30931           | B16.475178 - 07/08/16 | \$33.00  | B40182087 |

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2015083703  
EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

B2 - 1030

FLORIDA TECHNICAL CONSULTANTS LLC  
FLORIDA TECHNICAL CONSULTANTS LLC  
401 W ATLANTIC AVE STE 09  
DELRAY BEACH, FL 33444



**ANNE M. GANNON**  
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**\*\*LOCATED AT\*\***

401 West ATLANTIC AVE Ste 09  
DELRAY BEACH, FL 33444

| TYPE OF BUSINESS | OWNER        | CERTIFICATION # | RECEIPT #/DATE PAID   | AMT PAID | BILL #    |
|------------------|--------------|-----------------|-----------------------|----------|-----------|
| 54-0064 ENGINEER | BARTON JAMES | 69257           | B16.475179 - 07/08/16 | \$33.00  | B40182012 |

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2015083784  
EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

B3 - 1030

FLORIDA TECHNICAL CONSULTANTS LLC  
FLORIDA TECHNICAL CONSULTANTS LLC  
401 W ATLANTIC AVE STE 09  
DELRAY BEACH, FL 33444



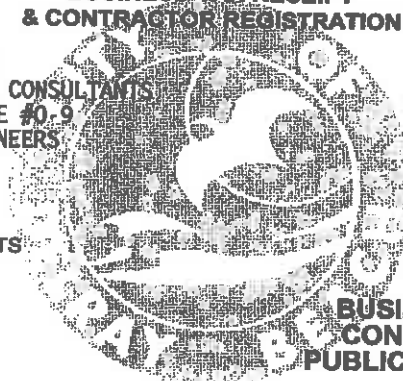
**CITY OF DELRAY BEACH**

**BUSINESS TAX RECEIPT  
& CONTRACTOR REGISTRATION**

**RESTRICTION:**

OWNER/QUALIFIER: BARTON JAMES H PE  
BUSINESS NAME: FLORIDA TECHNICAL CONSULTANTS  
LOCATION: 401 W ATLANTIC AVE #0-9  
CLASSIFICATION: PROFESSIONAL-ENGINEERS

FLORIDA TECHNICAL CONSULTANTS  
401 W ATLANTIC AVE #0-9  
DELRAY BEACH FL 33444



84326

RECEIPT NO 17 00057298  
CONTROL NO 143452  
DATE ISSUED: 7/08/16  
BUSINESS TAX FEE: 181.24  
DELINQUENT FEE: .00  
TRANSFER FEE: .00

**TOTAL AMOUNT PAID: 181.24**

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD  
OCTOBER 1 2016 TO SEPTEMBER 30 2017

**BUSINESS TAX RECEIPT MUST BE  
CONSPICUOUSLY DISPLAYED TO  
PUBLIC VIEW AT BUSINESS LOCATION**

Notice: This business tax receipt becomes NULL and VOID if ownership, business name, or address is changed. Applicant must apply for Transfer.

Engineering – Florida Department of Business & Professional Regulation

**State of Florida**  
**Board of Professional Engineers**  
Attests that  
**Florida Technical Consultants, LLC**

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019  
Audit No: 228201901738 R

**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS  
CA Lic. No: 36931

James Barton – Professional Engineer – State of Florida License

**State of Florida**  
**Board of Professional Engineers**  
Attests that  
**James H. Barton, P.E.**

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019  
Audit No: 228201914436 R

**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS  
P.E. Lic. No: 36931



## Section # 10 - Conflict of Interest Disclosure Form

### CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest or this Proposal.

Acknowledged by:

Florida Technical Consultants  
Firm Name

Signature

James Barton, PE, President  
Name and Title (Print or Type)

8/1/2017  
Date



## Section # 11 - Notification of Public Entity Crimes Law

### NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Florida Technical Consultants

Firm Name

Signature

James Barton, PE, President

Name and Title (Print or Type)

8/1/2017

Date



## Section # 12 Drug Free Workplace

### DRUG-FREE WORKPLACE

Florida Technical Consultants is a drug-free workplace and  
has (Company Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Florida Technical Consultants

Firm Name

Signature

James Barton, PE, President

Name and Title (Print or Type)

8/1/2014

Date



Section # 13 - Non-Collusion Affidavit

NON-ILLUSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

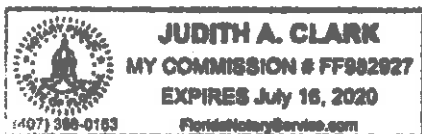
Before me, the undersigned authority, personally appeared James Barton who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is President of Florida Technical Consultants, the Proposer that has submitted a Proposal to perform work for the following:
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or in- directly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the pro- posed contract.
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this 1st day of August, 2017, by James Barton, who is personally known to me or who has produced, A Florida Driver's License, as identification.

SEAL



Notary Signature

Notary Name: JUDITH A. CLARK

Notary Public (State): FLORIDA

My Commission No: \_\_\_\_\_

Expires on: \_\_\_\_\_

**Section # 14 - TRUTH – IN – NEGOTIATION CERTIFICATE**

**TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percent- age, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

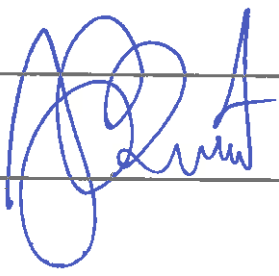
The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation pro- vided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name: James Barton, PE

Title: President

Date: 8/1/2017

Signature: 

## Section # 15 - "Additional RFP 017R-005 Information"

### Resume's for Florida Technical Consultants Key Personnel

- James Barton will be Project Manager and the direct contact with the City of Delray Beach.
- Mathew Kurry will be the on-site trainer for software and field mobility training.
- Jennifer Marangos will focus on integration with Planning, Building, Emergency Services and addressing.

### Jennifer Marangos – Certified Geographic Information Systems (GIS) Professional (GISP)



James Barton created the Florida Utility User Group which specializes in educating and promoting GIS in utilities, public works and engineering. They have regular open meetings where new developments and applications are discussed. These meetings have been attended by City of Delray Beach staff in the past with some staff providing presentations.



FTC is a Silver Tier ESRI Partner. FTC is recognized by ESRI as a firm that actively promotes GIS to the community.



FTC is an Online Specialty Partner. FTC has advanced skills in implementing ArcGIS Online for increasing field mobility. FTC is the only Online Specialty firm headquartered in South East Florida.

**James Barton, P.E., LEED AP**

**Education**

Bachelor of Science, Civil Engineering,  
Queens University  
(Canada), 1990

**Registration**

Professional Engineer, Florida, 59257, 2003

**Professional Affiliations**

American Society of Civil Engineers  
American Water Works Association  
Florida Engineering Society  
Urban and Regional Information Systems  
Association  
(URISA)

**Certifications**

ESRI Authorized Trainer  
LEED Accredited Professional

Mr. Barton has over 20 years of engineering experience both internationally and domestically. The main focus of his international experience includes engineering design and project management of water and sanitation programs, including water resources, infrastructure rehabilitation and GIS implementation. His domestic experience includes environmental engineering, utilities and road construction. Mr. Barton routinely integrates GIS technology with engineering.

He is working with ESRI developing software tools to assist in detail design and is experience with implementing GIS/ GPS for construction field inspection. He is currently studying towards a Certificate in Integrated Watershed Management and a Certificate in Visual Planning (GIS Technology).

He has been using GIS in engineering since 1999 and became an ESRI Authorized Trainer in 2003. Since then, he has provided training to over 75 students in various

organizations and disciplines. His specialty is training for people specializing in utilities, public works and engineering, but he has also trained fire, police and city administration.

He started using GIS in his day-to-day activities for simple outputs such as construction maps for contractors and public information campaigns. This led to using GIS for permit maps, analysis and project planning for proposals and finally design projects. In 2004, he started working with ESRI developing GIS tools that could be used for detailed design and transferring data out of and into the CAD environment.

These tools have been presented at numerous conferences and user group meetings. One of the latest developments is linking design tools with existing LIDAR data. This allows for conceptual design with real elevations without the survey, taking survey out of the critical path of project planning.

Mr. Barton has provided training to

- Chen and Associates, 2004, 2005
- Islamorada, Village of Islands, 2005
- City of Sunrise, 2006
- City of Marathon, 2006, 2009
- Monroe County Property Appraisers Office, 2006
- Wantman Group, 2007
- Florida Keys Aqueduct Authority, 2007
- City of Dania Beach, 2007
- City of Miami Gardens, 2009
- Coral Springs Utilities 2011
- Highland Beach 2015
- Town of Davie 2015
- Coral Springs Improvement District 2016

Mr. Barton also founded the Florida Utility User Group, which works on integrating GIS technology into engineering. The group currently has over 300 members.

## **Matthew A. Kurry**

### **Education**

Florida Atlantic University, Boca Raton, Florida, College of Science Department of Geography and Geology Graduate Program, Geographic Information Science emphasis, Graduation May 2004.

Awarded a Graduate Teaching assistantship in World Geography Spring 03-04 & Map Analysis Spring04 Elected to Gamma Theta Upsilon International Geographical Honor Society.

West Virginia University, Morgantown, West Virginia. College of Liberal Arts; Geographic Information Science/ Remote Sensing Major, December 2001 graduation.

Elected to serve two semesters as student Teaching Assistant in Communication Studies.

### **Computer / Technical**

Geographical Information Systems/Remote Sensing: ESRI ArcGIS and components 8.3-10, MapInfo Professional & AnySite Package, Microsoft Street and Trips 2012, Tremble GPS & components, Erdas Imagine 3D GIS, GeoVec, Alteryx Engine ESRI Virtual Campus training, CAD to GIS conversion, Digital image interpretation, Photogrammetry, LIDAR.

Database Management: Business Objects, Oracle, MS Access, ESRI SDE 9.1

Operating Systems: Windows NT, XP, Unix, DOS, Linux

Miscellaneous: Adobe Photo Shop, Digitizing, Large Format Scanning and Printing, Web Page Design

Mr. Kurry has strong analytical and technical skills with current Geographic Information Systems experience. He has familiarity and real world practice with ESRI and MapInfo products, remote sensing, data validity and collection techniques. Mr. Kurry received both a Masters and Bachelors in Geography with coursework in GIS, remote sensing, and Urban and Regional planning. Proven team player and individual contributor with valuable leadership and mentoring skills.

Florida Technical Consultants.  
November 2015-Current.

Employed as a Senior GIS Consultant responsible for utilities data migration and integration. Accountable for providing GIS support services to municipalities, engineering firms and contractors. Assignments include

- CAD to GIS conversion,
- ArcGIS Online application development
- GeoCode geographic data sets (meters, etc)
- Large data migrations
- Utility atlas production
- On-Site Field Training

Broward County School Board.  
March 2014-November 2015.

Served as a daily substitute teacher in Broward County public schools. Provided classroom instruction at assigned institution.

Robert K Futterman. New York,  
November 2012-February 2014.

Senior GIS Analyst at national retail real estate firm. Primary responsibilities include creation of competition maps, demographic analyses and maintenance of a proprietary database.

Toys R US Corporate. Wayne New Jersey,  
December 2011- November -2012.

Research analyst at Toys R US corporate headquarters. Responsible for conducting GIS Based analytical research and location selection.

NOVA Southeastern University. Ft. Lauderdale, School of Business and Entrepreneurship,  
April 2010- December 2011.

Employed by NOVA University teaching GIS for Marketing to MBA students in the Real Estate

Broward College. Davie Campuses,  
December 2009 - December 2011.

Geography professor. Classes included GIS 1&2, Remote Sensing, World Geography, Natural Resources, Human Geography and Introduction to Geography.

City of Oakland Park Florida.  
April 2011-September 2011.

Contract GIS analyst to digitize and update existing utility atlas, analyzing aerial photography to locate and digitize utility sewer features such as manholes, lift stations and sewer lines. Use ground control points to orthorectify raster images to be overlaid on aerial photography.



## **Jennifer Marangos M.A., GISP**

### **Education**

Master of Arts, Geography: Geographic Information Systems, Florida Atlantic University, (USA) 2002  
Bachelor of Arts, Geography, Florida Atlantic University (USA), 1996  
Environmental Studies Certificate, Florida Atlantic University (USA), 1995

### **Professional Affiliations**

- Florida Urban and Regional Information Systems Association (FLURISA)
- Palm Beach Countywide GIS Forum
- Association of American Geographers
- Florida Society of Geographers (FSG)

### **Summary**

Ms. Marangos is a Senior GIS Analyst with 19 years of experience using and developing GIS data and applications. The main focus of her experience has been in government installations where she specialized in GIS implementations and training Citywide. While working for the government Ms. Marangos specialized in Public Safety, Fire Rescue, Police, EOC, Parks, and Utilities GIS. She is self-directed and managed her projects setting timetables for deliverables directly with the departments, recommending software, applications and developing training materials. She used the full suite of ESRI GIS software including but not limited to, ArcGIS, Desktop, ArcGIS Server, and ArcSDE. She has experience using ArcGIS online, GPS data collection, and mobile GIS.

### **Training**

Ms. Marangos has given training in the following applications.

- Pictometry
- ArcGIS Desktop for Planners
- Mobile Damage Assessment
- GPS Camera integration
- GeoSpan – GeoVista

- CrimeView Web
- FireView
- How to Series on basic GIS concepts

### **Software Training**

Ms. Marangos has completed training in the following softwares. ArcMap, ArcServer, ArcSDE, ArcIMS, ArcPad, SQL Server, MS Access, MS Office, Crystal Reports, Avenue programming, Flex API, and ArcGIS Online.

### **Software Knowledge**

Ms. Marangos is a proficient in the following software.

- ESRI ArcMap, ArcServer, ArcSDE, ArcPad, ArcGIS Online
- MS IIS, Access, SQL Server
- IBM HTE
- GTG Looking Glass Web
- Pictometry EFS
- Robly, Hootsuite
- GeoVista by GeoSpan
- SunGard OSSI CAD Mapping
- Omega Group CrimeView, CrimeView Web and FireView
- Trimble GPS
- CarteGraph's SignView and Signal View
- PhotoLink Digital Camera GPS
- Palm Beach County's Rapid Damage Assessment Application
- DTS VueWorks
- Safe Software's FME

### **Community**

A volunteer for the South Florida GIS Expo planning committee for the past 18 years, the former Chair of the Palm Beach Countywide GIS Forum for 4 years, and a FLURISA board member since 2005, currently the South Section Executive. Jennifer is an active participant in the wider GIS community. In addition she does outreach for the promotion of GIS in Florida schools.

**REQUEST FOR PROPOSALS  
RFP # 2017R-005**

**CONTINUING GEOGRAPHIC INFORMATION SYSTEM  
(GIS) CONSULTING SERVICES**



**226 Cypress Lane  
Palm Springs, FL 33461**

**Village of Palm Springs  
RFP# 2017R-005 Continuing GIS Consulting Services**

**LEGAL NOTICE**

The Village Council, Village of Palm Springs, Florida, will receive sealed proposals for:

CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES  
(RFP No. 2017R-005)

DUE DATE: August 3, 2017

DUE TIME: 2:00 p.m.

at 226 Cypress Lane, Palm Springs, Florida, 33461. At such time, all sealed proposals received will be acknowledged in public and Proposer's name read aloud by the Village Manager or his designee (Bid/Proposal amounts will not be read aloud).

Each proposal must be accompanied by a cashier's check in an amount of \$2500. No proposal may be withdrawn after submittal for a period of ninety (90) days. The Village Council reserves the right to waive informalities in the Proposals or to reject all Proposals.

Proposal documents may be downloaded at the Village's website at: [www.vpsfl.org](http://www.vpsfl.org). Hard copies of bid documents may also be acquired from the Village Clerk's Office at 226 Cypress Lane, Palm Springs, FL 33461.

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the VILLAGE's procurement code, the VILLAGE'S procurement cone of silence will be in effect as of the deadline to submit a response to this Request for Proposal. A complete copy of the VILLAGE's procurement code is available online at <http://www.municode.com> under the VILLAGE's code of ordinances (Section 58-5). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain VILLAGE officials, employees and agents and any entity or person seeking to be awarded a contract (including lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the VILLAGE to end the selection process.

VILLAGE OF PALM SPRINGS

By: Kimberly M. Wynn, Village Clerk

Publish: Lake Worth Herald and DemandStar July 20, 2017

**Village of Palm Springs**  
**RFP# 2017R-005 Continuing GIS Consulting Services**



**VILLAGE OF PALM SPRINGS**  
**RFP # 2017R-005**  
**Continuing GIS Consulting Services**

Dear Potential Respondent:

The Village of Palm Springs, Florida invites qualified Proposers to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST on Thursday, August 3, 2017**, for **Request for Proposals (RFP) No. 2017R-005 Continuing GIS Consulting Services**. Interested firms may secure the solicitation package and all other pertinent information by visiting the Village website at [www.vpsfl.org](http://www.vpsfl.org) or at [DemandStar.com](http://DemandStar.com).

The Village of Palm Springs, FL is seeking proposals from qualified proposers to perform the required services for the Village in full accordance with the scope of services, terms and conditions contained herein. The selection of the successful respondent(s) shall be at the Village's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses.

Questions regarding this solicitation shall be submitted in writing to the Village Clerk at [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org) no later than 10:00 AM on July 24, 2017. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Village's website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **one (1) original complete proposal package, four (4) duplicate copies of said package and one (1) flash drive or CD copy**, to the **Village of Palm Springs, Village Clerk's Office, 226 Cypress Lane, Palm Springs, FL 33461** on or before the due date stipulated above. All packages shall be clearly marked "**RFP # 2017R-005 Continuing GIS Consulting Services**". **Each proposal must be accompanied by a cashier's check in an amount of \$2500.** The Village will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Village Hall Council Chambers on the due date/time noted above. The Village of Palm Springs reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Village.

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**1. GENERAL INFORMATION and PURPOSE**

The Village of Palm Springs, Florida, is a full-service municipality with its own water and sewer facilities, police department, library, building and zoning operations, parks and recreational facilities, as well as general administrative support services. The Village maintains a GIS database that utilizes ESRI ArcGIS software. Current datasets in the Village GIS system include: parcels, addresses, streets, a majority of the water and sewer lines owned/maintained by the Village, fire hydrants, water valves, sewer valves, manholes, vacuum pits, lift stations and vacuum stations. Many of the catch basins, weirs and outfalls have also been collected for the storm water system. Other data includes the police zones, voting districts, land use and zoning districts, and Village limits. Infrastructure data such as banner brackets, automated external defibrillators (AEDs) and many of the road signs have also been collected.

The Village desires to expand the GIS structure and utilization of the GIS database as a tool for its employees through the ArcGIS Online platform. The responsive proposer should be able to build data and maps to support Village needs, as well as identify needs, design and develop custom applications, automate repetitive tasks with scripting, train staff on applications and basic map making, and perform quality control checks and review data collected in the field.

**1.1 No Oral Interpretations of the RFP**

No Person is authorized to give oral interpretations of, or make oral changes to, this Request for Proposals. Therefore, oral statements about the RFP by the Village's representatives will not be binding on the Village and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFP will be made in the form of a written addendum to the RFP. Any addendum to this RFP will be posted on the Village's website and on DemandStar. A Proposer can only rely upon those interpretations of, or changes to, this RFP that are issued by the Village in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the Village, its agents, or employees.

**1.2 Reviewing the RFP and Addenda**

Each Proposer should closely examine all of the documents and requirements in this RFP. It is the sole responsibility of the Proposer to ensure that he or she has received and understands all of the pages of the RFP. In accordance with the provisions of the American with Disabilities Act, this RFP may be requested in an alternate format.

No later than **10:00 AM on Monday, July 24, 2017**, each Proposer shall deliver to the Village all of the Proposer's questions concerning the intent, meaning and interpretation of this RFP. Each Proposer shall be deemed to have waived all questions that are not submitted to the Village in compliance with this Section. A Proposer's questions may be delivered to the Village by hand, mail or e-mail but all such submittals shall be submitted by the date outlined above and in writing and addressed to:

**Village of Palm Springs**  
**RFP# 2017R-005 Continuing GIS Consulting Services**

Village of Palm Springs  
Village Clerk  
226 Cypress Lane  
Palm Springs, FL 33461  
[kwynn@vpsfl.org](mailto:kwynn@vpsfl.org)

If revisions to this RFP become necessary, the Village will issue written addenda. All addenda must be acknowledged by each Proposer. A proposal may be rejected as non-responsive if the Proposer fails to submit an "Acknowledgement of Addendum" form with its proposal. Addenda may be downloaded from the Village's website at [www.vpsfl.org](http://www.vpsfl.org) or [www.demandstar.com](http://www.demandstar.com). The Village provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect a proposal submitted in response to this RFP.

### 1.3 Schedule and Deadlines for the RFP

A summary schedule of the major activities associated with this RFP is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this RFP.

|                                          |                              |
|------------------------------------------|------------------------------|
| Issue of RFP Package                     | July 14, 2017                |
| Deadline for Written Questions:          | July 24, 2017 - 10:00 AM     |
| Proposal Due Date:                       | August 3, 2017 - 2:00 PM     |
| Selection Committee Meeting              | August 14, 2017 -2:00 PM     |
| Consideration / Award by Village Council | September 14, 2017 – 6:30 PM |

### 1.4 Award of Contract by Village Council

As soon as practicable after the Selection Committee completes its assessment of the proposals, the Selection Committee's recommendation shall be presented to the Village Council at a duly noticed public meeting. It is anticipated that the Village Council will award the RFP to the Proposer that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposers' respective abilities to satisfactorily perform the work specified in the Village's RFP, and all other related matters. After the Village Council selects the successful Proposer, the successful Proposer and the Village's designated representative shall execute the Agreement.

**Village of Palm Springs**  
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**1.5 Proprietary Rights**

The Proposer will be required to acknowledge and agree that the Village of Palm Springs retains all rights, title and interests in and to all materials, data, technical documentation, custom applications and templates and configurations and scripting, software, website and other GIS tools furnished and/or created by the Proposer for delivery to the Village, even if unfinished or in process, as a result of the contract.

**1.6 Term of Contract**

Proposer will be bidding on a three (3) year contract with the option to renew for two (2) additional years. Providing the successful Proposer(s) will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year-to-year basis, if mutually agreed upon by both parties.

**1.7 Liability, Insurance, Licenses, Permits**

Where the successful proposer is required to enter or go onto Palm Springs property to deliver goods, materials, or perform work or services as a result of an RFP award, the successful proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Palm Springs ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful proposer shall be liable for any damages or loss to Palm Springs occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this RFP.

**1.8 Insurance**

During the term of the contract, the successful proposer shall procure and maintain liability and Malpractice coverage and provide a copy of the declarations page from current policies for each of the following types and amounts of insurance:

- a. Worker's Compensation Insurance – as required by law. The Village of Palm Springs will not accept filed certificates of exemption forms for Workers Compensation Insurance;
- b. Employer's Liability Insurance - \$500,000 per occurrence, \$500,000 disease policy limit, and \$500,000 disease each employee;
- c. General Liability Insurance - \$500,000 general aggregate, \$500,000 per person \$500,000 each occurrence and \$500,00 per accident for bodily injury;

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- d. Automobile Liability Insurance for owned vehicles, non-owned vehicles, & hired vehicles - \$500,000 annual aggregate, \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Palm Springs as additional insured.

The firm must agree to the terms and conditions in the standard Consultant Agreement and if awarded the contract will agree to provide evidence of required limits on a Certificate of Insurance.

#### 1.9 Legal Requirements

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFP and the work to be performed under the Agreement. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

By submitting a proposal in response to this RFP, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFP. If a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall promptly report it to the Village Clerk.

#### 1.10 Litigation Concerning the RFP and Agreement

By submitting a proposal, the Proposer agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFP or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

#### 1.11 Public Records

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a Proposer contends that part of its proposal is not subject to disclosure, the Proposer shall identify specifically any information contained in the proposal that the Proposer considers confidential or otherwise exempt from disclosure under the Public Records



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Law, and the Proposer shall cite the specific section of the law creating the exemption for such information. The Village reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFP. The Village shall have no liability to a Proposer for the public disclosure of any material submitted to the Village in response to this RFP.

**1.12 Drug-Free Work Place**

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Village receives two or more proposals that are equal with respect to price, quality, and service, the Village may give preference to a proposal received from a business that completes the attached DFW form, and certifies it is a DFW.

**1.13 Cone of Silence**

Section 58-5(5) of the Village Code of Ordinances states:

*a. "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village between:*

- 1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and*
- 2. Any council member; any member of the selection committee; the village manager; or, any village employee authorized to act on behalf of the village to award or recommend award of a particular purchase.*

*b. For the purposes of this section, an entity's or person's representative shall include, but not be limited to, the entity's or person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the entity or person.*

*c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other requested response to a competitive selection procedure. The cone of silence applies to any entity or person or any entity's or person's representative who responds to a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village, and shall remain in effect until such response is either rejected by the village as applicable or withdrawn by the entity or person or entity's or person's representative. The invitations to bid, RFPs, ITNs or any other competitive selection procedure shall include the notice of the cone of silence and refer to this sub-section.*

*d. The provisions of this sub-section shall not apply to oral communications at any public proceeding, including pre-bid conferences, presentations before selection committees, authorized contract negotiations, presentations made to the village council, and purchasing protests. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee; any dispute resolution process following the filing of a protest between the entity or person filing the protest and any employee; or, any written correspondence at any time with any employee, council member, the village manager or selection committee member unless specifically prohibited by the applicable competitive selection procedure.*

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*e. The cone of silence shall not apply to any purchasing anticipated to have a total value of \$25,000.00 or less.*

*f. The cone of silence shall terminate at the time the council, finance department, or village manager as applicable, awards or approves a contract, rejects all bids, proposals or other requested responses, or otherwise takes action which ends the purchasing procedure.*

*g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.*

#### **1.14 Lobbying**

All Proposers are advised that the Village falls under the Palm Beach County Lobbyist Registration Ordinance and all Proposers must comply with that ordinance. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.

#### **1.15 Prohibition on Scrutinized Companies**

As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, the Successful Proposer/Consultant certifies that Consultant and Consultant's affiliates, suppliers and subcontractors that will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If the Village determines, using credible information available to the public, that a false certification has been submitted by the Successful Proposer/Contractor, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

#### **1.16 Cost of Proposal Preparation**

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Village shall not be liable for any expenses incurred by the Proposer when responding to this RFP, including but not limited to the cost of making presentations to the Village.

#### **1.17 Inspector General**

In accordance with Palm Beach County ordinance number 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Proposers should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

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**1.18 Protest Procedures**

See the Village's Purchasing Policy.

**1.19 Non-collusion**

Proposer certifies that this proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in contract cancellation, return of materials or discontinuation of services, and the possible inability of Proposer to bid on future projects.

**1.20 Code of Ethics**

If any Proposer violates or is a party to a violation of the Code of Ethics of the Village, Palm Beach County, and/or of the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFP's for work or for goods or services for the Village.

**1.21 Conflict of Interest**

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Proposers must complete the Conflict of Interest Form attached hereto.

**1.22 Default Provision**

In case of default by the selected Proposer, the Village of Palm Springs may procure services from other sources and hold Proposer responsible for any excess costs occasioned or incurred thereby.

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**2. SCOPE OF SERVICES**

The Village maintains a GIS database that currently supports utilities, zoning and public safety services. The requested continuing professional services include, but are not limited to, the following:

- Project Management on GIS related projects
- Manage and update data in GIS platform, including creation of new datasets
- Develop ArcGIS and/or ArcGIS Online templates and applications, and provide training and technical assistance to Village staff in deploying/using templates and applications, including applications for field collection of various utility infrastructure assets
- Custom map services and field collection applications, and automating of repetitive tasks
- Quality control, review and validation of data
- Design, install, configure, update, troubleshoot and otherwise maintain the Village's GIS systems and functions, and provide training and technical assistance to Village staff
- Geospatial analysis, rendering data and maps for Village projects and studies
- Provide advice on, and perform work as necessary, residential property address dataset enhancements for participation in the Census Bureau Local Update of Census Addresses (LUCA) program
- Provide advice on, and perform work as necessary, GIS integration with asset management functions
- Expansion of utility GIS functions including asset inventory, asset maintenance, emergency response (leaks, breaks, etc.), field inspections, SCADA, and mobile access
- Special work orders for the development of GIS layers for various applications and/or related Capital Improvement projects
- Implement/design interface of GIS with other Village databases (building permits, police computer-aided dispatch)
- Integration with the Village's Tyler Munis® enterprise resource software (ERP) package
- Coordination with other agencies working with GIS data: County, State, Property Appraiser, etc.
- Evaluate existing GIS system and recommend future applications and improvements

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**3. THE SUBMITTAL PACKAGE**

The RFP is designed to provide the necessary information about your firm. RFP packages shall include **an original and four (4) copies and a .pdf copy on a CD or USB thumbdrive**. Each submittal must include the attached checklist labeled "Exhibit A". This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFP requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFP Information", or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The submittal package must be organized in the following manner:

1. Cover Letter
2. Checklist (Exhibit A)
3. Acknowledgement of Addenda
4. Qualification Submittal Signature Page
5. Proposer Experience in Florida
6. Proposer Technical Skills and Approach to GIS Support Services
7. Qualifications and Role of Key Personnel Assigned to Village  
(Do not include a resume here. All resumes, if included, should be included under "Additional RFP Information" tab.)
8. Fees to Perform Services to Palm Springs
9. Copy of Village and/or County business license
10. Conflict of Interest Disclosure Form
11. Notification of Public Entity Crimes Law
12. Drug Free Workplace
13. Non-Collusion Affidavit
14. Truth-In-Negotiation Certificate

One original and four (4) copies, and a .pdf copy on a CD or thumb drive of the RFP must be received in the office of the Village Clerk, Village Hall, 226 Cypress Lane., Palm Springs, FL 33461, no later than by than **2 PM EST time on Thursday, August 3, 2017**, at which time a list of respondents will be made public. Each proposal must be accompanied by a cashier's check in an amount of \$2500.

In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

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**4. EVALUATION AND SCORING**

The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points and Weighted Score awarded to each firm. Both criteria will be used to rank each firm 1,2,3,4, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score and weighted score for the firm.

1. Proposer's experience in Florida. The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments:
  - a. Name of entity for which the work was performed.
  - a. Brief description of the scope of the project.
  - b. Amount of initial contract award and final amount paid; and
  - c. Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
2. Proposer Technical Skills and Approach to GIS Support Services. The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:
  - a. Familiarity and technical skills with custom GIS applications
  - b. Demonstrated knowledge of relational database design
  - c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
  - d. Thorough understanding of current addressing practice
  - e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
  - f. Provide GIS technical training to Village staff
  - g. Coordination with other agencies working with GIS data
  - h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
  - i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs
3. Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

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4. Fees to Perform Services for Palm Springs. The Proposer shall provide hourly rates, which may vary for differing expertise / functions, pertaining to the provision of GIS support services.
5. Local Preference. The Evaluation Committee will take into consideration the Proposer's business location (specifically, the location of the personnel assigned to provide GIS services) and award additional points to local businesses in accordance with the Palm Springs's Local Preference Policy found Section 58-14, Chapter 58, Purchasing Code, as amended from time to time. This Preference includes: (First) Village of Palms Springs local business with permanent location and headquarters within the boundaries of the Village or its annexation area; (Second) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida; and (Third) State of Florida business. Proof of the person or entity's residency shall be a valid business tax receipt issued by the local government where the business is located.

Failure to respond to all the items listed above may result in a lower overall score and may hinder your chances of being selected.

The Evaluation Criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFP submissions.

| EVALUATION CATEGORIES                                             | POINTS POSSIBLE |
|-------------------------------------------------------------------|-----------------|
| 1. Proposer Experience in Florida                                 | 15              |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30              |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20              |
| 4. Fees to Perform Services                                       | 30              |
| 5. Local Preference                                               | 5               |
| GRAND TOTAL OF POINTS     100 POINTS                              |                 |

If you have any questions concerning the RFP Package or these instructions, please submit your questions in writing or email only to Village Clerk, 226 Cypress Lane, Palm Springs, Florida, 33461. Email [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org).

**5. AWARD OF CONTRACT**

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the Village Council for the award of a contract.

**Village of Palm Springs**  
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**EXHIBIT A**  
**SUBMITTAL CHECKLIST**

**Note:**

- 1) This Exhibit must be included in RFP immediately after the cover letter.
- 2) RFP Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed "Additional RFP Information"

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Copy of this Checklist (Exhibit A)
- \_\_\_\_\_ Acknowledgment of Addenda
- \_\_\_\_\_ Proposer's Submittal Signature Page
- \_\_\_\_\_ Proposer/Team organizational chart
- \_\_\_\_\_ Proposer Experience in Florida
- \_\_\_\_\_ Proposer Technical Skills and Approach to GIS Support Services
- \_\_\_\_\_ Qualifications and Role of Key Personnel Assigned to Village
- \_\_\_\_\_ Fee(s) to Perform Services
- \_\_\_\_\_ Copy of Village and/or County Business License
- \_\_\_\_\_ Conflict of Interest Disclosure Form
- \_\_\_\_\_ Notification of Public Entity Crimes Law
- \_\_\_\_\_ Drug-Free Work Place
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Truth-In-Negotiation Certificate
- \_\_\_\_\_ Cashier's Check in an amount of \$2500



**Village of Palm Springs**  
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**ACKNOWLEDGEMENT OF ADDENDA**

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

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**PART II:**

ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

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\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**Village of Palm Springs**  
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**PROPOSER'S SUBMITTAL SIGNATURE PAGE**

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

Mailing Address (if different from Street Address):

\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_days' net \_\_\_\_\_days

Signature: \_\_\_\_\_

(Signature of authorized agent)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

**Village of Palm Springs**  
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**FEE(S) TO PERFORM SERVICES**  
(GIS Consulting Services)

| JOB CLASSIFICATION | ESTIMATED % of<br>PROPOSER'S TOTAL<br>ENGAGEMENT |      |
|--------------------|--------------------------------------------------|------|
|                    | HOURS                                            | RATE |
|                    |                                                  |      |
|                    |                                                  |      |
|                    |                                                  |      |
|                    |                                                  |      |
|                    |                                                  |      |
|                    |                                                  |      |

Executed by: \_\_\_\_\_ (signature)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For ( Company): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Village of Palm Springs**  
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**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**Village of Palm Springs**  
**RFP# 2017R-005 Continuing GIS Consulting Services**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**Village of Palm Springs**  
**RFP# 2017R-005 Continuing GIS Consulting Services**

**DRUG-FREE WORKPLACE**

\_\_\_\_\_ Is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**Village of Palm Springs**  
**RFP# 2017R-005 Continuing GIS Consulting Services**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted a Proposal to perform work for the following:
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires on: \_\_\_\_\_

**Village of Palm Springs**  
**RFP# 2017R-005 Continuing GIS Consulting Services**

**TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_





Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461  
RFP # 2017R-005

## CONTINUING GIS CONSULTING SERVICES

### ***ADDENDUM #1***

**A preliminary draft of the RFP was erroneously uploaded to DemandStar. DemandStar has now uploaded the final version of the RFP. If you obtained the RFP from DemandStar, please check to see that you are using the final version. (The RFP available on the Village website has always been the final version.)**

### **Q&A**

- Q. Can the requirement to obtain a city or county business license be delayed since this has not been a requirement where I reside for my home-based business?
- A. In your Proposal, provide this information on your home-based business, its location, and that you have not been required to obtain a city or county license, and state that you will obtain a County license if selected by the Village.
- Q. Can the Village confirm the submittal date for this project or is it August 10th as stated on page 11 of the solicitation?
- A. The due date is Thursday, **August 3, 2017 at 2:00 PM**  
*(If you have the preliminary, draft version of the RFP that was erroneously uploaded to DemandStar, please obtain the final version.)*
- Q. Can the Village confirm whether a cashier's check in the amount of \$2,500 is required for this submittal?
- A. Each proposal must be accompanied by a deposit in the form of a cashier's check in the amount of \$2500, this will be returned to each Proposer after a consulting services contract is executed.

Q. What is the annual budget for these services?

A. The FY17-18 budget is currently being drafted. The proposals will help develop the budget line item. We anticipate these services to be in the \$20,000-50,000/year range.

Q. Is there an incumbent? If so, who?

A. No.

Q. Will there be a need for regular on-site support?

A. Absolutely.

Q. Can remote access to systems be accommodated?

A. Perhaps for some tasks, but there is an expectation that the Consultant will primarily work out of the Village offices.

Q. Does the Village of Palm Springs have GIS staff?

A. The Village does not have in-house staff capability for these services. Staff training is among the scope of service.

Q. Will there be a short-list presentation?

A. That is at the discretion of the Evaluation Committee, after proposals are reviewed and discussed; but the timeline does not currently provide for a presentation.

Q. Page 18, Fees to Perform Services. The table has a column labeled "Estimated % of Proposer's Total Hours". Could you please explain in more detail what exactly the Village is seeking in this column?

A. Based on the employees within your Firm that may be assigned to provide Consulting Services to the Village, estimate who is going to be involved based on the outlined scope/anticipated need.

Q. Page 14, Evaluation Categories; Fees to Perform Services is one of the categories. What criteria will be used to rate this category?

A. Resumes and qualifications of assigned personnel will be submitted within the appendix that should identify experience, skill sets and tasks/projects. The committee will be able to assess knowledge and expertise. Fees / overall costs are evaluation factors.

Q. Who is responsible for purchasing software, and other GIS Technology upgrades?

A. The Village will purchase software, upgrades, and hardware, as approved in the annual budget by the Village Council.

Q. What are my rights if I need to discontinue my services to the Village?

A. The contract for services will include termination provisions. These terms are subject to negotiation between the selected consultant and the Village.

Q. Can you give a summary of the responsibilities due to the Inspector General?

A. In accordance with Palm Beach County ordinance number 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Proposers should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.



## Office of the Village Manager

August 3, 2017

**To:** Kim Wynn, Village Clerk

**From:** Richard J. Reade, Village Manager 

**Subject:** Employee Committee Members – Continuing Geographic Information System (GIS) Consulting Services – RFP #2017R-005

Please be advised that I am appointing the following staff members to serve on the Employee Committee for Continuing Geographic Information System (GIS) Consulting Services – RFP #2017R-005 – to evaluate all of the received proposals and provide a recommendation that will be brought to the Village Council for consideration (expected during the August 10<sup>th</sup> or September 14<sup>th</sup> Council meeting):

- . Kim Glas-Castro - Chair
- . Matt Hammond
- . Edgar Morely
- . Anthony Parsells
- . Angela Thul

Also, please note that each Committee Member will be responsible for evaluating each proposal (utilizing a scoring sheet developed by the Chair) in accordance with their determined evaluation criteria that were included within the RFP as well as to follow the Cone of Silence requirement as outlined within the RFP (See Below). Further, from this point forward, please advise each selected Committee Member that they may not have any communications with each other regarding this item outside of a duly noticed public meeting as provided within the state's Sunshine Law.

---

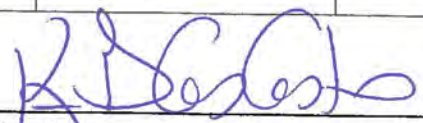
### 1.13 Cone of Silence

A cone of silence is hereby imposed and made applicable to this RFP and in accordance with the "Palm Beach County Lobbyist Registration Ordinance", a copy of which can be accessed at: [www.palmbeachcountyethics.com](http://www.palmbeachcountyethics.com), is in effect. The Proposer shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience the provisions relating to the Cone of Silence have been summarized here. "Cone of Silence" means a prohibition on any non-written communication regarding this RFP between any Proposer or Proposer's representative and any Village of Palm Springs employee. The Cone of Silence is in effect as of the issuance of the RFP. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence

shall terminate at the time that the Village of Palm Springs Council awards or approves a contract, rejects all proposals or otherwise takes action which ends the solicitation process. A Proposer's representative shall include but not be limited to the Proposer's employee, family/friend, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.

## GIS Consultant - RFP Response Evaluation Committee Scores

| Committee Members<br>↓ | Proposing Firms → | Calvin Giordano | Geographic Technologies Group | Spatial Focus | Flipsidegeo | FL Technical Consultants |
|------------------------|-------------------|-----------------|-------------------------------|---------------|-------------|--------------------------|
| Anthony Parcels        |                   | 85              | 90                            | 83            | 76          | 88                       |
| Edgar Morley           |                   | 70              | 70                            | 60            | 47          | 70                       |
| Matt Hammond           |                   | 78              | 89                            | 74            | 73          | 92                       |
| Angela Thul            |                   | 69              | 83                            | 60            | 53          | 80                       |
| Kim Glas-Castro        |                   | 67              | 60                            | 67            | 86          | 90                       |
| TOTALS                 |                   | 369             | 392                           | 344           | 335         | 420                      |

  
 Kim Glas-Castro,  
 Committee Chair

Date



Committee Member

KGC

Proposing Company

Flipsidegeo

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 14           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 29           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 15           |
| 4. Fees to Perform Services                                       | 30          | 25           |
| 5. Local Preference                                               | 5           | 3            |
| <b>Total</b>                                                      | <b>100</b>  | <b>86</b>    |

**NOTES:****1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

Northman Wellington

Wellington  
GIS staff  
→ GIS support

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

★  
Addressed  
Specifically

- Familiarity and technical skills with custom GIS applications
- Demonstrated knowledge of relational database design
- Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- Thorough understanding of current addressing practice
- Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- Provide GIS technical training to Village staff
- Coordination with other agencies working with GIS data
- Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

★ Approach

Committee Member KGC  
Proposing Company Flipsidedge

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

Kevin - primary

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

80% = \$125/hr  
except data entry = \$85  
provides annual gt

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

Village Business

Yes / No (5 pts)

County Business

Yes / No (3 pts)

State of Florida Business

Yes / No (1 pt)

Kelly-Wellington  
Kevin Sattler  
2



Committee Member RGC

Proposing Company FTC

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 15           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 29           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 18           |
| 4. Fees to Perform Services                                       | 30          | 25           |
| 5. Local Preference                                               | 5           | 3            |
| <b>Total</b>                                                      | <b>100</b>  | <b>90</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

*Certified ESRI  
utilities - cad to GIS - staff training!  
ArcGIS online apps - field crews  
mobile apps  
stay the = utilities*

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff → *2 tech memos*
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

*Specifically address technical criteria*

*★ change approach*

*mostly state reqs*

Committee Member KGC

Proposing Company FTC

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

\$08 = \$95-110

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

Village Business

Yes / No (5 pts)

County Business

Yes / No (3 pts)

State of Florida Business

Yes / No (1 pt)

Deny



Committee Member

KGC

Proposing Company

Spatial Focus

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 8            |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 20           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 11           |
| 4. Fees to Perform Services                                       | 30          | 25           |
| 5. Local Preference                                               | 5           | 3            |
| <b>Total</b>                                                      | <b>100</b>  | <b>67</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

DeHay

static plan  
addressing > strengths  
1 app = \$9k

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- Familiarity and technical skills with custom GIS applications
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- Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- Thorough understanding of current addressing practice
- Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
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- Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

specialty = addressing  
→ not Arch/Geo database

Committee Member

KGC

Proposing Company

Spatial Focus

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

To allocation  
respect

Janis Walker - 50% = GA  
Sara Yunker - 50% = GA  
Rondell K → 25% = FC

\$85-100

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

\$125 - 85

beal personnel = \$125  
↳ expertise = addressing

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

Village Business

Yes / No (5 pts)

County Business

Yes / No (3 pts)

State of Florida Business

Yes / No (1 pt)

→ Boca



Committee Member

RGC

Proposing Company

Geo Tech Group

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 8            |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 15           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 11           |
| 4. Fees to Perform Services                                       | 30          | 25           |
| 5. Local Preference                                               | 5           | 1            |
| Total                                                             | 100         | 60           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

GIS strategic plan (Brynton/LW)

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

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- Demonstrated knowledge of relational database design
- Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
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repeated RFP "needs" but no "meat"

refer to approach as "Call" p. 24

Committee Member KGC  
Proposing Company GTC

P. 32 focused on remote service provision

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

McLamb chart/bios/d % allocated  
Walker don't match  
↳ and left 2 primary contact

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

4090 → 70/hr

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

Village Business

Yes / No (5 pts)

County Business

Yes / No (3 pts)

State of Florida Business

Yes / No (1 pt) → Gainesville



Committee Member

KCC

Proposing Company

Calvin Giordano

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 8            |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 20           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 11           |
| 4. Fees to Perform Services                                       | 30          | 25           |
| 5. Local Preference                                               | 5           | 3            |
| <b>Total</b>                                                      | <b>100</b>  | <b>67</b>    |

GIS personnel in Atc

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

Weston - map book (not field app)  
 Sunside - project specific task  
 Greenacres - see reference

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- Familiarity and technical skills with custom GIS applications
- Demonstrated knowledge of relational database design
- Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- Thorough understanding of current addressing practice
- Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
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- Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Why special work orders?

requires CGA hosting of database  
 p.15

Committee Member \_\_\_\_\_

Proposing Company \_\_\_\_\_

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

GIS Tech = 30% → RFP is for GIS analyst / design not tech

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

GIS specialist / Coordinator 95-125/hr  
= 40%  
↓  
when needed?

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |



Committee Member Anthony Presells

Proposing Company Florida Technical Consultants

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 15           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 30           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 20           |
| 4. Fees to Perform Services                                       | 30          | 20           |
| 5. Local Preference                                               | 5           | 3            |
| Total                                                             | 100         | 98           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member \_\_\_\_\_

Proposing Company \_\_\_\_\_

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |

Committee Member Anthony Paesells

Proposing Company Elips Dege

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 15           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 20           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 20           |
| 4. Fees to Perform Services                                       | 30          | 20           |
| 5. Local Preference                                               | 5           | 1            |
| Total                                                             | 100         | 76           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member \_\_\_\_\_

Proposing Company \_\_\_\_\_

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |



Committee Member Anthony Porselli

Proposing Company Geographic Technologies group

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 15           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 30           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 20           |
| 4. Fees to Perform Services                                       | 30          | 25           |
| 5. Local Preference                                               | 5           | 0            |
| Total                                                             | 100         | 90           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
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- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member \_\_\_\_\_

Proposing Company \_\_\_\_\_

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |

Committee Member Anthony Passells

Proposing Company Calvin, Giordano & Associates

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 15           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 30           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 20           |
| 4. Fees to Perform Services                                       | 30          | 25           |
| 5. Local Preference                                               | 5           | 3            |
| <b>Total</b>                                                      | <b>100</b>  | <b>85</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member \_\_\_\_\_

Proposing Company \_\_\_\_\_

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |



Committee Member Anthony Passella

Proposing Company Spatial Focus

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 10           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 30           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 20           |
| 4. Fees to Perform Services                                       | 30          | 20           |
| 5. Local Preference                                               | 5           | 3            |
| <b>Total</b>                                                      | <b>100</b>  | <b>83</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
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- f. Provide GIS technical training to Village staff
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- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member \_\_\_\_\_

Proposing Company \_\_\_\_\_

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |

Committee Member Angie Thul

Proposing Company Calvin, Giordano & Associates Inc

| Criteria                                                          | Max. Points | Member Score     |
|-------------------------------------------------------------------|-------------|------------------|
| 1. Proposer Experience in Florida                                 | 15          | 15               |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | <del>26</del> 10 |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 19               |
| 4. Fees to Perform Services                                       | 30          | 20               |
| 5. Local Preference                                               | 5           | 5                |
| Total                                                             | 100         | <del>85</del> 69 |

NOTES:

1) **Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

*Multiple cities*

2) **Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- Familiarity and technical skills with custom GIS applications
- Demonstrated knowledge of relational database design
- Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- Thorough understanding of current addressing practice
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- Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member Angie Thul

Proposing Company Calvin, Giordano & Associates Inc.

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates great price

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

Village Business

☒ Yes / No (5 pts)

County Business

☒ Yes / No (3 pts)

State of Florida Business

☒ Yes / No (1 pt)



Committee Member Angie Thal

Proposing Company Geographic Technologies Group

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 11           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 28 30        |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 18 19        |
| 4. Fees to Perform Services                                       | 30          | 18 24        |
| 5. Local Preference                                               | 5           | 0            |
| Total                                                             | 100         | 83           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

4 cities

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- Familiarity and technical skills with custom GIS applications
- Demonstrated knowledge of relational database design
- Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
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- Provide GIS technical training to Village staff
- Coordination with other agencies working with GIS data
- Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member \_\_\_\_\_

Proposing Company \_\_\_\_\_

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

*good*

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates *high*

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

Village Business

Yes / No (5 pts)

County Business

Yes / No (3 pts)

State of Florida Business

Yes / No (1 pt)

*North Carolina  
no license*

*only sales office Gainesville, FL*

Committee Member Angie Thiel

Proposing Company Flipside Geo

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 6            |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 23           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 5            |
| 4. Fees to Perform Services                                       | 30          | 14           |
| 5. Local Preference                                               | 5           | 5            |
| <b>Total</b>                                                      | 100         | 53           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments *Some experience in FL*

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
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- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member \_\_\_\_\_

Proposing Company \_\_\_\_\_

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

Not enough Personnel what happen when  
Extnd Support is busy with other projects?

3 Companies FLipsidegeo, where Solution, LLC,  
Newwavegeo

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates High Awey \$125 an hour

no license

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

Florida Based

Village Business

Yes / No (5 pts)

County Business

Yes / No (3 pts)

State of Florida Business

Yes / No (1 pt)

Satellite beach



Committee Member Angie Hunt

Proposing Company Florida Technical Consultants

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 15           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 25           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 12           |
| 4. Fees to Perform Services                                       | 30          | 23           |
| 5. Local Preference                                               | 5           | 5            |
| Total                                                             | 100         | 80           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

*multiple cities*

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
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- d. Thorough understanding of current addressing practice
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- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member \_\_\_\_\_

Proposing Company \_\_\_\_\_

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

*Small Company what happens when everyone is busy?*

*Good comments from Village of Tequesta*

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates *High average \$100 an hour*

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

Village Business

County Business

State of Florida Business

☒ Yes / No (5 pts)

☒ Yes / No (3 pts)

☒ Yes / No (1 pt)

Committee Member Angie Thul

Proposing Company Spatial Focus

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 2            |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 22           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 16           |
| 4. Fees to Perform Services                                       | 30          | 19           |
| 5. Local Preference                                               | 5           | 1            |
| Total                                                             | 100         | 60           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

*Handwritten notes:*  
Palm Beach County  
Village of Boca Raton

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- Familiarity and technical skills with custom GIS applications
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- Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

*Handwritten note:*  
has the capabilities? demonstrate

Committee Member Angie Thiel

Proposing Company Spatial Focus

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

*personal exp. experience, travel times?*

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates *High*

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

*Georgia / Boca Raton*

Village Business

Yes / No (5 pts)

County Business

Yes / No (3 pts)

State of Florida Business

Yes / No (1 pt)



Committee Member Mony,

Proposing Company Geographic

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 10           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 25           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 15           |
| 4. Fees to Perform Services                                       | 30          | 20           |
| 5. Local Preference                                               | 5           | 0            |
| Total                                                             | 100         | 70           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
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- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member Monly  
Proposing Company FTC

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 10           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 20           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 15           |
| 4. Fees to Perform Services                                       | 30          | 20           |
| 5. Local Preference                                               | 5           | 5            |
| <b>Total</b>                                                      | <b>100</b>  | <b>70</b>    |

**NOTES:**

1) **Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

2) **Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
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- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs



Committee Member Monly

Proposing Company Fl. p. Tid ego

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 10           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 15           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 10           |
| 4. Fees to Perform Services                                       | 30          | 10           |
| 5. Local Preference                                               | 5           | 2            |
| <b>Total</b>                                                      | <b>100</b>  | <b>47</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
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- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member Monly

Proposing Company J. Patrick

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 5            |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 20           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 10           |
| 4. Fees to Perform Services                                       | 30          | 25           |
| 5. Local Preference                                               | 5           | 0            |
| Total                                                             | 100         | 60           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs



Committee Member Morley

Proposing Company Calvin

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 10           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 20           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 15           |
| 4. Fees to Perform Services                                       | 30          | 20           |
| 5. Local Preference                                               | 5           | 5            |
| Total                                                             | 100         | 70           |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member Matthew Hammond

Proposing Company Calvin Giordano

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 10           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 20           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 15           |
| 4. Fees to Perform Services                                       | 30          | 30           |
| 5. Local Preference                                               | 5           | 3            |
| <b>Total</b>                                                      | <b>100</b>  | <b>78</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member Matthew Hammond

Proposing Company Calvin Giordano

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |



Committee Member Matthew Hammond

Proposing Company Geographic Technologies Group

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 15           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 25           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 20           |
| 4. Fees to Perform Services                                       | 30          | 28           |
| 5. Local Preference                                               | 5           | 1            |
| <b>Total</b>                                                      | <b>100</b>  | <b>89</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member Matthew Hammond

Proposing Company Geographix Technology Group

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |

Committee Member Matthew Hammond

Proposing Company Florida Technical Consultants

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 15           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 30           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 20           |
| 4. Fees to Perform Services                                       | 30          | 24           |
| 5. Local Preference                                               | 5           | 3            |
| <b>Total</b>                                                      | <b>100</b>  | <b>92</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs



Committee Member Matthew Hammond

Proposing Company Florida Technical Consultants

**3) Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

**4) Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

**5) Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |



Committee Member Matthew Hammond

Proposing Company Spatial Focus

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 10           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 20           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 15           |
| 4. Fees to Perform Services                                       | 30          | 26           |
| 5. Local Preference                                               | 5           | 3            |
| <b>Total</b>                                                      | <b>100</b>  | <b>74</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs

Committee Member Matthew Hammond

Proposing Company Spatial Focus

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |

Committee Member Matthew Hammond

Proposing Company Flipside GEO

| Criteria                                                          | Max. Points | Member Score |
|-------------------------------------------------------------------|-------------|--------------|
| 1. Proposer Experience in Florida                                 | 15          | 10           |
| 2. Proposer Technical Skills and Approach to GIS Support Services | 30          | 20           |
| 3. Qualifications and Role of Key Personnel Assigned to Village   | 20          | 20           |
| 4. Fees to Perform Services                                       | 30          | 22           |
| 5. Local Preference                                               | 5           | 1            |
| <b>Total</b>                                                      | <b>100</b>  | <b>73</b>    |

**NOTES:**

**1) Proposer Experience in Florida (0-15 Points)**

The Proposer will be expected to demonstrate its experience with similar GIS support services projects, with particular emphasis to GIS support services to other local governments

**2) Proposer Technical Skills and Approach to GIS Support Services (0-30 Points)**

The Proposer will be expected to demonstrate advanced knowledge and technical skills and aptitude to undertake, create, and perform as the Village GIS Analyst/Manager and provide GIS Support Services including, but not limited to:

- a. Familiarity and technical skills with custom GIS applications
- b. Demonstrated knowledge of relational database design
- c. Support of geospatial data and applications that provide GIS integration with existing Village applications and databases
- d. Thorough understanding of current addressing practice
- e. Support for interfaces with other datasets, i.e. Palm Beach County Property Appraiser data, Village building permit database and police computer-aided dispatch (CAD) linkages
- f. Provide GIS technical training to Village staff
- g. Coordination with other agencies working with GIS data
- h. Creation of new GIS data, custom maps, webmaps, custom applications, automating repetitive tasks
- i. Gather information on additional GIS and dataset needs within the Village and provide support for budget requests with specific identification of software and hardware needs



Committee Member Matthew Hammond  
Proposing Company Flipside GEO

3) **Qualifications and Role of Key Personnel Assigned to Village (0-20 Points)**

Proposer's personnel qualifications of key personnel who will be assigned to the project and describing their role and estimated time or involvement in Village GIS efforts, and including Proposer's resources, personnel availability and commitment. The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Proposer must also demonstrate flexibility to complete projects per the Village's specifications.

4) **Fees to Perform Services for Palm Springs (0-30 Points)**

Hourly rates

5) **Local Preference (0-5 Points)**

Location of the personnel assigned to provide GIS services

|                           |          |         |
|---------------------------|----------|---------|
| Village Business          | Yes / No | (5 pts) |
| County Business           | Yes / No | (3 pts) |
| State of Florida Business | Yes / No | (1 pt)  |

## ATTACHMENT "B"

### PROJECT SPECIFIC REFERENCE FORM

Company Under Review: Calvin Giordano

RFQ Number & Title: \_\_\_\_\_

Reference: Greenacres  
(Name of Company giving Reference)

Name/Title: Kara Lynn Ferris - current  
(Name and Title of person giving Reference)

Telephone: 642-2054

Project: \_\_\_\_\_  
(Project for which references are being provided)

Fax: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Lead Professional: \_\_\_\_\_

Other Key Project Personnel: \_\_\_\_\_

Describe the scope of work of the contract awarded by your company/agency to this contractor:

various consultants over years  
CGA rebuilt GIS - hosting data for City  
Access tool for employees  
built drainage atlas

Kara Lynn - current  
Tom Lanahan - previous

| No. | Questions                                                                                                                                         | Rating               | Comments                                                                                     |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------------|
| 1.  | Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work? | <u>5</u><br><u>4</u> | <u>change in personnel - Weston</u><br><u>no WEB office at that time</u>                     |
| 2.  | Rate the quality of customer service and the competence and accessibility of the personnel.                                                       | <u>3</u><br><u>4</u> |                                                                                              |
| 3.  | Rate how well the firm listened and understood the project specific needs of your organization.                                                   | <u>4</u><br><u>5</u> | <u>check who is your main</u><br><u>person on project not just</u><br><u>project manager</u> |
| 4.  | Rate how well the firm met the major schedule milestones for the project.                                                                         | <u>4</u>             |                                                                                              |
| 5.  | Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc                   | <u>3</u>             | <u>mapping mistakes</u>                                                                      |
| 6.  | Rate the overall quality of the work.                                                                                                             | <u>2</u><br><u>4</u> |                                                                                              |
| 7.  | Rate the technical competence of the firm and its consultants.                                                                                    | <u>4</u>             |                                                                                              |
| 8.  | Rate the integrity and professionalism of the firm.                                                                                               | <u>5</u>             |                                                                                              |
| 9.  | If you have a similar contract to undertake in the future, would the firm be considered?<br>Yes <u>X</u> No _____                                 |                      |                                                                                              |

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

Calvin Giordano  
Signature

8-10-17  
Date

Kara - GIS maintenance

↳ updating map

↳ just basics set-up

↳ special projects (she went to him in)

→ seems to take a long time to explain things to consultant

↳ exhibits upon request

→ uses County info more than city's database

→ disagreement / lack of coordination w/ City IT

Michael - 5  
Onopreza

starts before work  
based on verbal request  
flexible

3

changeover in personnel  
- initially staffing problems  
- now OK

4

a lot of explanation

2

- not happy with quality of work  
- doesn't link up / assefiche  
- system lacking

not a complete plan approach  
piece meal,

\* make sure you own data  
not proprietary



## ATTACHMENT "B"

### PROJECT SPECIFIC REFERENCE FORM

Company Under Review: Geo-Tech Group

RFQ Number & Title: \_\_\_\_\_

Reference: Lake Worth  
(Name of Company giving Reference)

Name/Title: Andrew Miller  
(Name and Title of person giving Reference)

Telephone: 586-1788

Project: Strategic Plan  
(Project for which references are being provided)

Fax: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Lead Professional: \_\_\_\_\_

Other Key Project Personnel: \_\_\_\_\_

Describe the scope of work of the contract awarded by your company/agency to this contractor:

Office in Gainesville  
Strategic Plan → 2 1/2 days w/ staff

| No. | Questions                                                                                                                                                       | Rating   | Comments                    |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------|
| 1.  | Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?               | <u>5</u> |                             |
| 2.  | Rate the quality of customer service and the competence and accessibility of the personnel.                                                                     | <u>5</u> |                             |
| 3.  | Rate how well the firm listened and understood the project specific needs of your organization.                                                                 | <u>4</u> |                             |
| 4.  | Rate how well the firm met the major schedule milestones for the project.                                                                                       | <u>4</u> |                             |
| 5.  | Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc                                 | <u>5</u> | <u>no mistakes</u>          |
| 6.  | Rate the overall quality of the work.                                                                                                                           | <u>4</u> | <u>smooth process</u>       |
| 7.  | Rate the technical competence of the firm and its consultants.                                                                                                  | <u>5</u> | <u>some - template, but</u> |
| 8.  | Rate the integrity and professionalism of the firm.                                                                                                             | <u>5</u> |                             |
| 9.  | If you have a similar contract to undertake in the future, would the firm be considered?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |          | <u>very happy with GTG</u>  |

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

[Signature]  
Signature

8-9-17  
Date



Rint Hinton  
James

met w/ 12 depts  
needs assessment

↳ then worked remotely

presentation  
to 200 staff

↳ budget to sr staff

line items  
improvements  
5-yr plan

- all have govt background

interactive maps  
on-line

- server configurations
- support
- help drive GIS

- annual update to GIS Strategic Plan

- trying to advance  
into 3D realm

## ATTACHMENT "B"

### PROJECT SPECIFIC REFERENCE FORM

Company Under Review: Wellington

RFQ Number & Title: \_\_\_\_\_

Reference: Fipside geo  
(Name of Company giving Reference)

Name/Title: William Silliman  
(Name and Title of person giving Reference)

Telephone: 753-5265

Project: GIS support services  
(Project for which references are being provided)

Fax: \_\_\_\_\_

Project Manager: Kevin Mayo

Lead Professional: \_\_\_\_\_

Other Key Project Personnel: \_\_\_\_\_

Describe the scope of work of the contract awarded by your company/agency to this contractor:

1-2x/month on-site for 2-5 days scheduled  
provide remote access notes on back

| No. | Questions                                                                                                                                                       | Rating   | Comments                                                     |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------|
| 1.  | Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?               | <u>6</u> | <u>makes accommodations when needed</u>                      |
| 2.  | Rate the quality of customer service and the competence and accessibility of the personnel.                                                                     | <u>5</u> | <u>if he doesn't know - tries to find out</u>                |
| 3.  | Rate how well the firm listened and understood the project specific needs of your organization.                                                                 | <u>5</u> |                                                              |
| 4.  | Rate how well the firm met the major schedule milestones for the project.                                                                                       | <u>5</u> | <u>setbacks were within Village network or ES&amp;I firm</u> |
| 5.  | Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc                                 | <u>5</u> | <u>pays attn to all aspects</u>                              |
| 6.  | Rate the overall quality of the work.                                                                                                                           | <u>5</u> |                                                              |
| 7.  | Rate the technical competence of the firm and its consultants.                                                                                                  | <u>5</u> |                                                              |
| 8.  | Rate the integrity and professionalism of the firm.                                                                                                             | <u>5</u> |                                                              |
| 9.  | If you have a similar contract to undertake in the future, would the firm be considered?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |          |                                                              |

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

[Signature]  
Signature

8/8/17  
Date

# Flipsides

GIS dept fractured  
↳ staff changes

Consultant ←

- Kevin ← helped organize / rebuilt GIS
- mundane work ↔ high level ESRI support
  - thrown into every aspect
    - design / implementation
    - helped simplify system
  - good coder
  - trained staff!



### PROJECT SPECIFIC REFERENCE FORM

Company Under Review: Florida Technical Consultants RFQ Number & Title: 017R-005

Reference: Village of Tequesta  
(Name of Company giving Reference)

Name/Title: Mr. Sam Healy  
(Name and Title of person giving Reference)

Telephone: (561) 722-1167

Project: Village of Tequesta CAD Atlas to GIS  
(Project for which references are being provided)

Fax: \_\_\_\_\_

Project Manager: James Burton

Lead Professional: \_\_\_\_\_

Other Key Project Personnel: \_\_\_\_\_

Describe the scope of work of the contract awarded by your company/agency to this contractor:

| No. | Questions                                                                                                                                                       | Rating | Comments                               |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------|
| 1.  | Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?               | 5      |                                        |
| 2.  | Rate the quality of customer service and the competence and accessibility of the personnel.                                                                     | 5      |                                        |
| 3.  | Rate how well the firm listened and understood the project specific needs of your organization.                                                                 | 5      |                                        |
| 4.  | Rate how well the firm met the major schedule milestones for the project.                                                                                       | 5      |                                        |
| 5.  | Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc                                 | 5      |                                        |
| 6.  | Rate the overall quality of the work.                                                                                                                           | 5      |                                        |
| 7.  | Rate the technical competence of the firm and its consultants.                                                                                                  | 5      |                                        |
| 8.  | Rate the integrity and professionalism of the firm.                                                                                                             | 5      |                                        |
| 9.  | If you have a similar contract to undertake in the future, would the firm be considered?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 5      | also used in WPB when he worked there. |

Rating:      1=Poor      2=Fair      3=Average      4=Good      5=Excellent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

404  
330  
6110

# **PROJECT SPECIFIC REFERENCE FORM**

Company Under Review: Spatial Focus

RFQ Number & Title: \_\_\_\_\_

Reference: Delray Beach  
(Name of Company giving Reference)

Name/Title: Robert Mickle  
(Name and Title of person giving Reference)

Telephone: 561 243-7337

Project: multiple projects  
(Project for which references are being provided)

Fax: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Lead Professional: \_\_\_\_\_

Other Key Project Personnel: \_\_\_\_\_

**Describe the scope of work of the contract awarded by your company/agency to this contractor:**

2 plans, number of Project. Nice and Frugal especially  
beginning products. Geo Nav DocuNav Solutions

| No. | Questions                                                                                                                                         | Rating | Comments |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|
| 1.  | Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work? | 5      |          |
| 2.  | Rate the quality of customer service and the competence and accessibility of the personnel.                                                       | 5      |          |
| 3.  | Rate how well the firm listened and understood the project specific needs of your organization.                                                   | 5      |          |
| 4.  | Rate how well the firm met the major schedule milestones for the project.                                                                         | 5      |          |
| 5.  | Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc                   | 5      |          |
| 6.  | Rate the overall quality of the work.                                                                                                             | 5      |          |
| 7.  | Rate the technical competence of the firm and its consultants.                                                                                    | 5      |          |
| 8.  | Rate the integrity and professionalism of the firm.                                                                                               | 5      |          |
| 9.  | If you have a similar contract to undertake in the future, would the firm be considered?<br>Yes _____ No _____                                    | 5      |          |

**Rating:      1=Poor      2=Fair      3=Average      4=Good      5=Excellent**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

*\* reports or studies - too technical at times*



## **PLANNING, ZONING & BUILDING DEPARTMENT**

To: Richard Reade, Village Manager

From: Kim Glas-Castro, PZB Director

Date: August 14, 2007

Re: Award of GIS Consulting Services Contract

On July 14, 2017, the Village posted on DemandStar and advertised in the Lake Worth Herald an RFP for GIS Consulting Services. In response, we received five (5) proposals which were opened on August 3, 2017. Proposals were received from Geographic Technologies Group, Flipsidegeo, Florida Technical Consultants, Spatial Focus, and Calvin Giordano & Associates.

An Evaluation Committee was formed to review the submitted proposals and recommend an award to the Village Council. That Committee met today at 12:15 PM. The Committee reviewed the proposals and ranked each proposal centered on five (5) criteria. Based on total evaluation scores of the five Committee members, Florida Technical Consultants received the most points and was ranked first.

The Evaluation Committee recommends that the ongoing GIS Consulting Services contract be awarded to Florida Technical Consultants.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Public Service

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**ITEM #11:** Resolution No. 2017-40 - Accept Dedication of Utility Improvements - Palm Springs Apartments - 4050 Forest Hill Boulevard

**SUMMARY:** Mr. Rich Lundy, agent for applicant, JERJO, Inc. (Palm Springs Apartments), is requesting approval of the proposed warranty agreement and acceptance of the dedication of the utility improvements (Proposed Resolution No. 2017-40) to the Palm Springs Apartment planned development as required by Village Code.

The subject property, located 4050 Forest Hill Boulevard (south side of Forest Hill Boulevard and west of Kirk Road), had previously been approved to construct three (3) additional apartment buildings - adding 48 rental units - as provided within an amended site plan (Resolution No. 2015-08 - March 2015) to the Palm Springs Apartment planned development project. Construction of the additional units has been completed and the Palm Springs Apartments rental community complex has increased their total number of units to 256.

As cited under the Village Code, Sec. 34-466 - "Acceptance and maintenance", (a) The developer shall execute an agreement guaranteeing improvements against defect in workmanship and material for one (1) year after acceptance of the improvements by the Village Council. The agreement shall be submitted to the Village Engineer with the completion certificate and the project records. (b) The dedication of public space, parks, right-of-way easements, etc., on the plat shall not constitute acceptance of the dedication by the village. The acceptance of the dedication shall be indicated by a resolution of the Village council, adopted at such time as all improvements meet or exceed the standards set forth by this article or other standards as may be referred to in this article.

**Note:** Construction of the utility improvements (water and sewer mains) was monitored by our staff and inspected by the Village's engineers. These facilities have been found to be constructed in accordance with the approved plans and they have been placed in service. Further, to assist with final approval process and ensure this project is closed out on the property owner's end, the Village has issued Final Certificate of Occupancy (CO) upon receipt of the required, executed documents.

The proposed resolution and agreement was prepared by the Village Attorney and reviewed by the Public Service Director, Assistant Public Service Director/Engineer and Land Development Director.

**FISCAL IMPACT:**

The proposed Agreement and Resolution does not have a fiscal impact to the Village.



**ATTACHMENTS:**

1. Proposed Resolution No. 2017-40 Accepting Utility Improvements
2. Palm Springs Addition First Replat
3. Warranty Agreement - JERJO, Inc.
4. Resolution No. 2015-08
5. Section 34-466 - Acceptance and Maintenance - Land Development

**RESOLUTION NO. 2017-40**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ACCEPTING THE UTILITY IMPROVEMENTS AND DEDICATIONS MADE TO THE PUBLIC AS SET FORTH ON THE PLAT OF PALM SPRINGS ADDITION FIRST REPLAT APPROVED BY THE VILLAGE COUNCIL ON JULY 14, 2016; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council has heard this matter in public session and has otherwise been fully informed regarding this matter and hereby accepts the utility improvements and dedications made on the plat of PALM SPRINGS ADDITION FIRST REPLAT as approved by the Village Council on July 14, 2016.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1.** The Village Council hereby accepts the utility improvements and dedications made to the public as shown on the Plat of PALM SPRINGS ADDITION FIRST REPLAT was approved by the Village Council on July 14, 2016.

**Section 2.** This Resolution shall take effect immediately upon adoption.

Council Member \_\_\_\_\_ offered the foregoing resolution. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAWN MARIE COX, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Resolution No. 2017-40

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

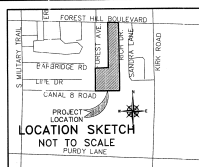
ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY

This is not a contract



#### RESERVATION AND DEDICATION:

WHEREAS ALL MEN BY THESE PRESENTS THAT JERO, INC., A FLORIDA CORPORATION, OWNER OF THE LAND SHOWN HEREON, AS PALM SPRINGS ADDITION FIRST REPLAT, A REPLAT OF LOT A, PALM SPRINGS ADDITION, AS RECORDED IN PLAT BOOK 82, PAGES 74 & 75 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ACCORDING TO THE PLAT OF PALM SPRINGS ADDITION, AS RECORDED IN PLAT BOOK 82, PAGES 74 AND 75 AND FOR THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LOT CONTAINING 9.36 ACRES MORE OR LESS.

#### DEDICATION:

1. "APARTMENT TRACT" AS SHOWN HEREON IS HEREBY RESERVED BY JERO, INC., A FLORIDA CORPORATION, AUTHORIZED TO DO BUSINESS IN FLORIDA, OWNER OF THE LAND SHOWN HEREON, THEIR SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE VILLAGE OF PALM SPRINGS, AND IS THE OBLIGATIONAL MAINTENANCE OBLIGATION OF SAID OWNERS, THEIR SUCCESSORS AND ASSIGNS, WITHOUT REDUCTION TO THE VILLAGE OF PALM SPRINGS.

2. UTILITY EASEMENT: THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY TO THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS, THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

3. LIFT STATION EASEMENT: THE LIFT STATION EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY TO THE VILLAGE OF PALM SPRINGS, FOR LIFT STATION AND RELATED PURPOSES.

4. UTILITY & DRAINAGE EASEMENT: THE UTILITY EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES AND FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS, THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

5. ROADWAY, DRAINAGE AND UTILITY EASEMENT: THE ROADWAY, DRAINAGE & UTILITY EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR ROADWAY AND DRAINAGE PURPOSES AND FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS, THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

6. DRAINAGE EASEMENT: THE DRAINAGE EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES AND FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE VILLAGE OF PALM SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS, INCLUDING THE RIGHT TO UTILIZE FOR PROPER PURPOSES ANY AND ALL DRAINAGE, LAKE MAINTENANCE, AND LAKE MAINTENANCE ACCESS EASEMENTS, AND PRIVATE STREETS ASSOCIATED WITH SAID DRAINAGE SYSTEM.

IN WITNESS WHEREOF, JERO, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, AND ATTESTED TO BY ITS GENERAL MANAGER, AND ITS CORPORATE SEAL, TO BE EFFECTED BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS

14th DAY OF MARCH, 2016

JERO, INC.  
A FLORIDA CORPORATION

ATTEST TO: [Signature]  
PRINTED NAME: ADAM PICHOW  
TITLE: VICE PRESIDENT

BY: [Signature]  
PRINTED NAME: JEROME L. BUCH  
TITLE: VICE PRESIDENT

WITNESSES: [Signature]  
PRINTED NAME: RICHARD E. LEVY  
GENERAL MANAGER  
ACKNOWLEDGMENT:

WITNESSES: [Signature]  
PRINTED NAME: MICHAEL L. LUNDY  
GENERAL MANAGER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JEROME L. BUCH and RICHARD E. LEVY, who are personally known to me, OR HAVE PRODUCED FLORIDA DRIVER LICENSES AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT, and MICHAEL L. LUNDY, a Florida Corporation, and SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 14th DAY OF MARCH, 2016



COMMISSION NO. 06355571  
MY COMMISSION EXPIRES: DECEMBER 2, 2016  
BY: [Signature]  
PRINTED NAME: JEROME L. BUCH  
NOTARY PUBLIC  
STATE OF FLORIDA

## PALM SPRINGS ADDITION FIRST REPLAT

A REPLAT OF LOT A, PALM SPRINGS ADDITION, AS RECORDED IN PLAT BOOK 82, PAGES 74 & 75 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.

JUNE, 2015

#### TITLE CERTIFICATION:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, BRUCE S. ROSENWATER, ESQ., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY, THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO THE JERO, INC., A FLORIDA CORPORATION, THAT THE CURRENT TAXES HAVE BEEN PAID, AND THAT ALL THE VILLAGE OF PALM SPRINGS SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED, THAT THERE IS NO MORTGAGE OF RECORD, RECORDED IN O.R.B. 2393, PG 1477, AND THAT THERE ARE OTHER ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: April 5, 2016

BY: [Signature]  
PRINTED NAME: BRUCE S. ROSENWATER, ESQ.  
ATTORNEY AT LAW

#### MORTGAGEE'S CONSENT:

STATE OF Alabama  
COUNTY OF Jefferson  
THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND USES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN AND DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 23831 AT PAGES 1477 THROUGH 1550 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS President AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 15th DAY OF April, 2016

I, S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF BANK OF AMERICA MERRILL LYNCH COMMERCIAL MORTGAGE INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2010-09  
BY: WELLS FARGO BANK, N.A., AS MASTER SERVICER  
BY: GRANDORGE REAL ESTATE CAPITAL LLC, AS SUBSERVICER

WITNESSES: [Signature]  
PRINTED NAME: Richard E. Levy  
TITLE: General Manager

BY: [Signature]  
PRINTED NAME: Ted Rogers  
TITLE: President

WITNESSES: [Signature]  
PRINTED NAME: Lakisha T. Ford

#### REVIEWING SURVEYOR

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.08(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT/TRACT CORNERS.

BY: [Signature]  
I, NAME: CLAUDE RAYMON  
TITLE: Surveyor  
FLORIDA REGISTRATION NO.: 4450

DATED: 06-23-2016

#### ACKNOWLEDGMENT

VILLAGE OF PALM SPRINGS

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE VILLAGE OF PALM SPRINGS HEREBY ACKNOWLEDGES THAT MAINTENANCE OBLIGATIONS OF THE LIFT STATION EASEMENT AS STATED AND SHOWN HEREON HAVE BEEN AND WILL REMAIN THE OBLIGATION OF THE VILLAGE.

LIAED THIS 14th DAY OF JUNE, 2015

VILLAGE OF PALM SPRINGS

ATTEST: [Signature]  
WYNETTE LEVY, EXECUTIVE ASSISTANT

BY: [Signature]  
RICHARD READE, VILLAGE MANAGER

#### PREPARING SURVEYOR & MAPPER'S STATEMENT:

THIS INSTRUMENT WAS PREPARED BY:

I, ELIZABETH A. LINDSAY  
J.E. LINDSAY, INC.  
7917 SW JACK JAMES DRIVE  
STUART, FLORIDA 34987  
PH: (888) 286-0753



SEAL  
JERO, INC., A FLORIDA CORPORATION

SEAL  
VILLAGE OF PALM SPRINGS

SEAL  
BETSY LINDSAY, INC.

BETSY LINDSAY, INC.  
SURVEYING AND MAPPING  
7907 SW JACK JAMES DRIVE, STUART, FL 34987  
(772) 286-0753 (772) 286-0803 FAX  
LICEN ID NUMBER NO. 8852  
SHEET 1 OF 3

20160257636

#### LEGEND

- INDICATES NO. 5 IRON ROD A/C CAP STAMPED "TBM BLU LB 6852"
- INDICATES NAIL AND DISK STAMPED "TPO BL LB 6852"
- INDICATES SET 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK
- STAMPED "BETSY LINDSAY, INC. 06852 PPM"
- INDICATES CERTIFIED CONVEYOR
- INDICATES DRAINAGE EASEMENT
- INDICATES EAST
- INDICATES LAKEWORTH DRAINAGE DISTRICT
- INDICATES UTILITY EASEMENT
- INDICATES LICENSED BUSINESS
- INDICATES NORTH
- INDICATES NORTH AMERICAN D.T.M.
- INDICATES NATIONAL GEODETIC VERTICAL DATUM OF 1929
- INDICATES OFFICIAL RECORDS BOOK
- INDICATES PALM BEACH COUNTY ROAD BOOK
- INDICATES PLAT BOOK
- INDICATES PERMANENT CONTROL POINT
- INDICATES PERMANENT REFERENCE MONUMENT
- INDICATES RIGHT OF WAY
- INDICATES ROAD PLAT BOOK
- INDICATES SOUTH
- INDICATES SECTION
- INDICATES SECTION
- INDICATES SOUTHWEST
- INDICATES SQUARE FEET
- INDICATES TOWNSHIP
- INDICATES UTILITY EASEMENT
- INDICATES WEST

#### APPROVALS

VILLAGE: PALM SPRINGS  
COUNTY: PALM BEACH, FLORIDA

THIS PLAT IS HEREBY APPROVED FOR RECORD IN ACCORDANCE WITH SEC. 177.07(2), FLORIDA STATUTES THIS 14th DAY OF JULY, 2016

ATTEST: [Signature]  
VILLAGE CLERK  
GUSAN CALLEJON

BY: [Signature]  
BEV SMITH, MAYOR

#### VILLAGE ENGINEER

THIS PLAT IS HEREBY ACCEPTED FOR RECORD DATED THIS 23 DAY OF JUNE, 2016

BY: [Signature]  
NAME: LISA A. TROPE  
TITLE: VILLAGE ENGINEER

#### GENERAL NOTES:

A. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NAD 1983/1990 ADJUSTED, FLORIDA EAST ZONE, US SURVEY FEET, REFERENCE A BEARING OF S89°45'45"E ALONG THE SOUTH LINE OF PARCELS 12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1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**B** BETSY LINDSAY, INC.  
SURVEYING AND MAPPING  
7997 SW JACK JAMES DRIVE STUART, FL 34997  
(772)286-5753 (772)286-5933 FAX  
LICENSED BUSINESS NO. 6852  
SHEET 2 OF 3

This is not a certified copy

## PALM SPRINGS ADDITION FIRST REPLAT

A REPLAT OF LOT A, PALM SPRINGS ADDITION, AS RECORDED IN PLAT BOOK 82,  
PAGES 74 & 75 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.  
LYING IN SECTION 12, TOWNSHIP 44S, RANGE 42E,  
VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

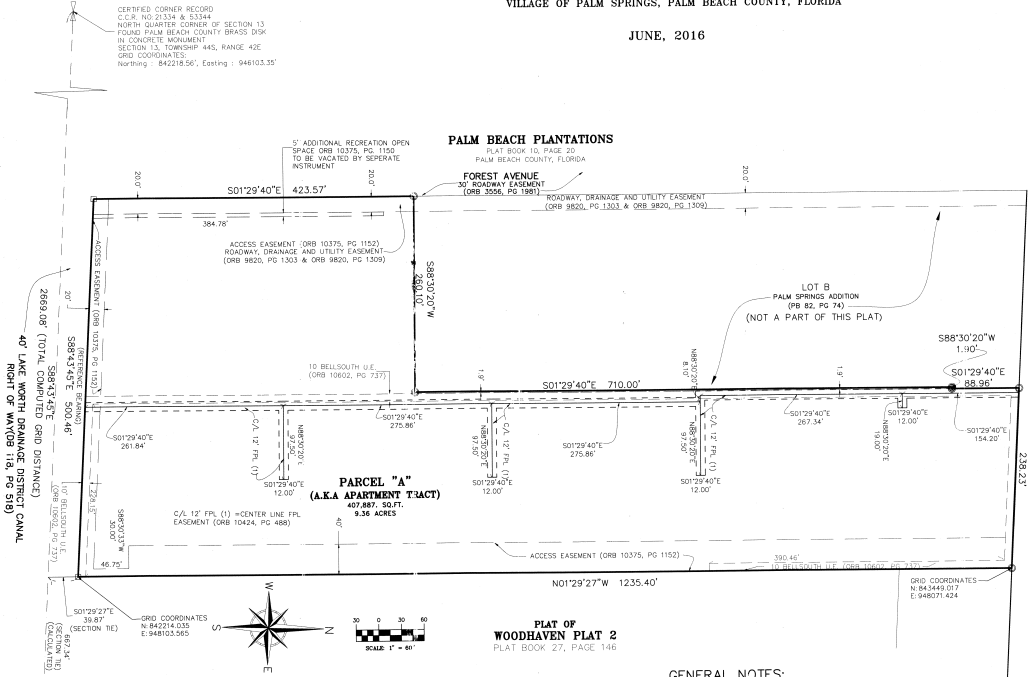
JUNE, 2016



STATE OF FLORIDA  
COUNTY OF PALM BEACH

THIS PLAT HAS BEEN FILED FOR  
RECORD AT \_\_\_\_\_ M.,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016,  
AND DULY RECORDED IN PLAT  
BOOK NO. \_\_\_\_\_  
ON PAGES \_\_\_\_\_ THRU \_\_\_\_\_  
SHARON B. BOCK,  
CLERK & COMPTROLLER  
PALM BEACH COUNTY

BY \_\_\_\_\_ D.C.



### LEGEND OF SYMBOLS & ABBREVIATIONS

- O INDICATES NO. 3 NON RED AND CAP STAMPED "FORM BL 18 6832"
- INDICATES NAL AND DISK STAMPED "TOP BL 18 6832"
- INDICATES SET 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "BETSY LINDSAY, INC. LB852 PRM"
- A.C.R. INDICATES ALSO KNOWN AS
- C.C.R. INDICATES CERTIFIED CORNER RECORD
- D.E. INDICATES DRAINAGE EASEMENT
- E INDICATES EAST
- L.W.D. INDICATES LAKENORTH DRAINAGE DISTRICT
- U.E. INDICATES UTILITY EASEMENT
- LB INDICATES LICENSED BUSINESS
- N INDICATES NORTH
- NB INDICATES NORTHWEST
- OR INDICATES OFFICIAL RECORDS BOOK
- P.B.C.R.B. INDICATES PALM BEACH COUNTY ROAD BOOK
- PC INDICATES PAGE
- PCP INDICATES PERMANENT CONTROL POINT
- PRM INDICATES PERMANENT REFERENCE MONUMENT
- RNG. INDICATES RANGE
- R.P.B. INDICATES ROAD PLAT BOOK
- R/W INDICATES RIGHT OF WAY
- S.E.C. INDICATES SECTION
- SW INDICATES SOUTHWEST
- SW/4 INDICATES SQUARE, WEST
- TWP INDICATES TOWNSHIP
- U.E. INDICATES UTILITY EASEMENT
- W INDICATES WEST

### GENERAL NOTES:

- THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, 140 1983/1990 ADJUSTED, FLORIDA EAST ZONE, US SURVEY FEET. REFERENCE TO A BEARING OF 588°43'45"E ALONG THE SOUTH LINE OF "PARCEL "A" AS SHOWN ON THIS PLAT.
- THE DISTANCES SHOWN ON THIS PLAT ARE: GROUND DISTANCES. GROUND DISTANCES MULTIPLIED BY THE SCALE FACTOR OF 1.0000381 EQUALS GRID DISTANCE.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED BY AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF T-15 COUNTY.
- NO BUILDINGS, OR ANY KIND OF CONSTRUCTION, OR TREES, OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHIN 1' PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE, APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- ALL OF THE EASEMENTS PER THE PLAT OF PALM SPRINGS ADDITION AS RECORDED IN PLAT BOOK 82 PAGE 74 HAVE BEEN VACATED AND ABANDONED BY THIS PLAT. THE NEW EASEMENTS AS SHOWN ON SHEET 2 OF 3 OF THIS PLAT HAVE BEEN LOCATED BY THIS PLAT. THE ADDITIONAL EASEMENTS AND RESTRICTIONS DESIGNATED BY SET PLAT INSTRUMENT ARE ILLUSTRATED ON SHEET 3 OF 3 AND REMAIN ACTIVE WITH THE EXCEPTION OF THE ADDITIONAL RECREATION. OPEN SPACE PER ORB 10375, PG 1150
- THE APPROVAL OF A REPLAT BY THE GOVERNING BODY OF A LOCAL GOVERNMENT, WHICH ENCOMPASSES 1-INDS EMBRACED IN ALL OR PART OF A PRIOR PLAT FILED OF PUBLIC RECORD 5-ALL UPON RECORDED OF THE RE "A-1, AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNUAL ALL OF THE PRIOR PLAT ENCOMPASSED BY THE RE "A-1, (CH 177.101 (2), F.S.)

**B BETSY LINDSAY, INC.**  
SURVEYING AND MAPPING

7907 SW JACK JAMES DRIVE STUART FL 34907  
(772) 286-5728 (772) 286-5833 FAX  
LICENSED BUSINESS NO 16602

SHEET 3 OF 3

Prepared by:  
RETURN:

Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

---

**AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the VILLAGE OF PALM SPRINGS, a Florida municipal corporation, (hereinafter referred to as Village) and JERJO, INC. and JERJO HOLDINGS, LLC, (hereinafter referred to as Developer), to provide as follows:

WHEREAS, Developer, is developing the project known as Palm Springs Apartments Addition located at 801 Rich Drive, Palm Springs, Florida; and

WHEREAS, the Developer is requesting that the Village assume the maintenance of the water and sewer facilities and appurtenances, located on the project site, once construction is completed; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Developer and City hereby agree as follows:

1. The above-stated recitals are incorporated herein as if fully set forth herein.

2. The Developer has provided the materials and constructed the water mains, meters, sewer mains and all other appurtenances for the water and sewer system as shown on the approved site plan attached hereto and incorporated herein as Exhibit "A".

3. Construction for the water and sewer system improvements has been completed and the entire project has received a certificate of occupancy from the Village, and all other applicable governmental entities, the Village shall assume the maintenance responsibilities over the water mains up to and including the meters and sewer mains, excluding any and all laterals and Developer, its successors and assigns, shall allow the Village to perform maintenance functions when necessary, over the same, which is shown on Exhibit "B" attached hereto and incorporated herein.

4. The entire project has been completed, finalized and needs to be accepted by the Village within 30 days of the execution of this Agreement or this Agreement is null and void. The Village shall also have any other remedy available to it in law or equity.



5. Developer shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws, ordinances and regulations of the place of the development which are applicable during the performance of the work. Developer shall also pay all application, filing and permit fees, including, but without limitation, all fees to local, regional and state government agencies.

6. Developer warrants and guarantees to the Village that all work on the water and sewer system improvements has been constructed in accordance with the applicable codes of the Village of Palm Springs. The Developer's warranty and guarantee shall remain in effect for one year from June 22, 2017, the granting of the Temporary CO. The Village shall repair any defects in the water and sewer system improvements that may occur up to June 21, 2018. Prior to making repairs the Village shall give the Developer 10 (ten) days' notice, which may be verbal or by email, at 772-446-7344 or [corporate@richpropertiesfl.com](mailto:corporate@richpropertiesfl.com), of the need to make the repair, unless the repair is deemed to be an emergency by the Public Service Director, in which case no notice shall be required. Developer shall be required to pay all of the Village's cost for the repair within 30 days of the submittal of an invoice to the Developer. Failure of the Developer to pay the invoice amount within the 30 day period may subject the Developer to any and all causes of action available to the Village as well as the payment of all attorney's fees and costs incurred by the Village in seeking reimbursement for the repair work.

7. Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by the Laws of Florida, with venue in Palm Beach County, Florida.

8. This Agreement constitutes the entire agreement and understanding of the parties, as it pertains to the construction, installation and maintenance of the water and sewer system improvements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

9. Developer, in consideration of the payment of ten dollars (\$10.00), receipt of which is hereby acknowledged, agrees to indemnify, hold harmless and defend the Village, its employees, agents and officers from and against any and all damage, claim, lawsuit, loss, of whatever kind, arising from the construction or installation of the water and sewer system improvements, including, but not limited to reasonable attorney's fees and costs at the trial and appellate levels.

10. It is the intent of the parties that this Agreement shall run with the land. This Agreement shall be recorded in the public records of Palm Beach County, Florida and shall be binding on the parties legal representatives, heirs successors and assigns.

11. In accordance with Palm Beach County ordinance number 2011-009, the Developer acknowledges that this Agreement may be subject to investigation and/or audit

by the Palm Beach County Inspector General. The Developer has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

12. Public Records: Developer shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org), OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

JERJO, INC.

BY: *Richard C Lundy*  
Print Name: Richard Lundy  
Position: General Manager

STATE OF FLORIDA )  
COUNTY OF SAINT LUCIE )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Sept., 2017 by Richard Lundy, General Manager of Jerjo, Inc., a Florida corporation on behalf of the corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public



*Melanie Lundy*  
Print Name: Melanie Lundy  
My commission expires: 3/2/2019

JERJO HOLDINGS, LLC

BY: *Richard C Lundy*  
Print Name: Richard Lundy  
Position: General Manager

STATE OF FLORIDA )  
COUNTY OF SAINT LUCIE )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Sept., 2017 by Richard Lundy, General Manager of Jerjo Holdings, LLC, a Florida corporation on behalf of the corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public



*Melanie Lundy*  
Print Name: Melanie Lundy  
My commission expires: 3/2/2019

VILLAGE OF PALM SPRINGS

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY WYNN, VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA,  
VILLAGE ATTORNEY

## Exhibit "A"

Village approved Civil/Utility plans, available at Palm Springs Planning Zoning and Building Department, prepared by MBV Engineering, Inc including following sheets:

C-1 Cover Sheet dated August 18, 2016

C-2 Existing Conditions Plan revision Dated July 23, 2015

C-3 Demolition and Erosion Control Plan revision dated July 23, 2015

C-4 Overall Site Plan revision dated July 23, 2015

C-5 Site Plan revision dated July 23, 2015

C-6 Paving, Grading and Drainage Plan revision dated July 23, 2015

C-7 Utility Plan revision dated August 17, 2016

C-8 Paving, Grading and Drainage Details revision dated July 23, 2015

C-9 Utility Details revision dated July 23, 2015

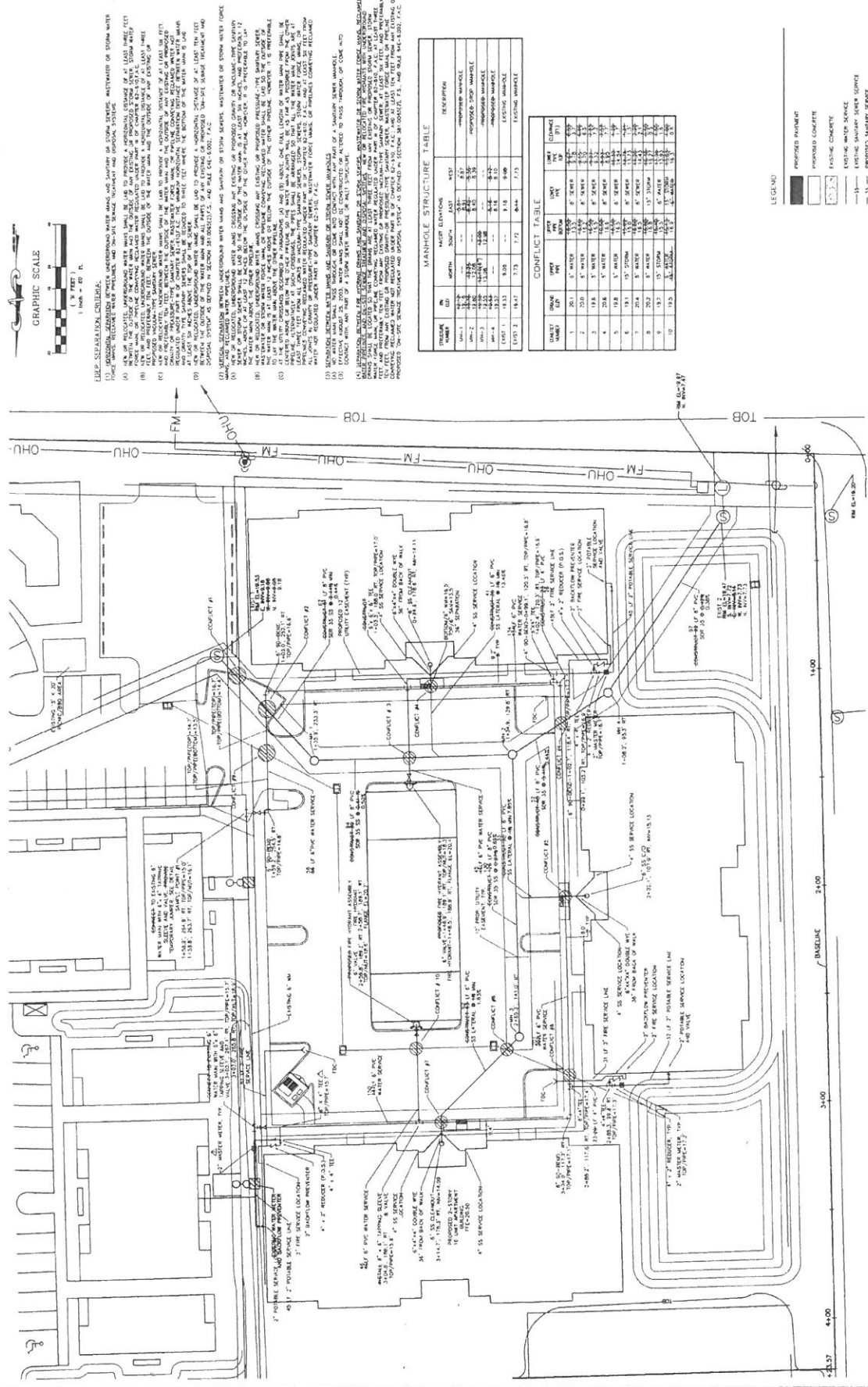
C-10 Utility Notes and Details and Sanitary Profiles revision dated July 23, 2015

C-11 Additional Site Details revision dated July 23, 2015

## Exhibit "B"

As built utility plans sheet C-7 and Reciprocal Easement Agreement with  
Covenants, Conditions and Restrictions recorded at ORB 28473 PG 1058

UTILITY PLAN



UTILITY PLAN

SCALE: 1"=20'



RECORD + RETURN TO:  
Bruce S. Rosenwater & Associates, P.A.  
1601 Forum Place  
Centurion Tower Suite 610  
West Palm Beach, FL 33401

CFN 20160271973  
OR BK 28473 PG 1058  
RECORDED 08/01/2016 11:09:00  
Palm Beach County, Florida  
AMT  
Sharon R. Bock  
CLERK & COMPTROLLER  
Pgs 1058-1090; (33Pgs)

**Reciprocal Easement Agreement with Covenants, Conditions and Restrictions**  
**Palm Beach, Florida**

**THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS ("REA")** made this 29TH day of March, 2016, by, Jerjo Holdings, LLC (a Florida limited liability company ("**Developer**") and Jerjo, Inc., a Florida corporation ("**Jerjo**").

**RECITALS:**

**WHEREAS**, Developer is the owner of certain property in the Village of Palm Springs, County of Palm Beach, State of Florida legally described as (collectively referred to as ("**Developer Tract**"), all...both parcels are identified and highlighted on The Palm Springs Addition First Replat as Exhibit A (the "**First Replat**").

**WHEREAS**, Jerjo is the owner of certain property in the Village of Palm Springs described as and as identified on the Site Plan (the "**Jerjo Tract**").

**WHEREAS**, THE Developer Tract and Jerjo Tract shall be collectively referred to as the "**Development**".

**WHEREAS**, Developer intends on developing 48 apartment units with related amenities and 10 garages on the Developer Tract consisting of approximately 2.57 acres; and

**WHEREAS**, Jerjo has developed an apartment complex on its property; and

**WHEREAS**, Developer and Jerjo intend that the Development be operated as an integrated Development on the terms and conditions stated in the REA.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements herein set forth and in furtherance of the development, Developer and Jerjo

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herby agree that the Development is subject to the declarations, easements, covenants and agreements hereinafter the contained.

## ARTICLE 1 DEFINITIONS

Defined Terms. Unless the context otherwise requires, the terms defined in the REA will have the following definitions:

1.1 "Access Openings" shall have the meaning ascribed to it in Section 4.5 of this REA.

1.2 Approving Parties. "Approving Parties" shall mean the Parties designated from time to time to make certain decisions and/or give certain approvals pursuant to the terms of the REA. There shall be only one (1) Approving Party representing the Developer Tract and one (1) Approving Party representing the Jerjo Tract. Developer shall be the initial Approving Party for the Developer Tract, and Jerjo shall be the Approving Party for the Jerjo Tract.

1.3 Building Area. "Building Area" shall mean the areas of the Development within which buildings are constructed, placed or located.

1.4 Building. "Building" shall mean any permanently enclosed structure placed, constructed or located on a Lot.

1.5 Common Area. "Common Area" shall mean all parking lots, driveways, sidewalks and other areas within the exterior boundaries of the Development.

1.6 Driveways. "Driveways" shall mean those driveways and related driveway improvements, paving, curbing, entrances and exits, in the location on the Lots as shown on the First Replat.

1.7 First Replat. "First Replat" shall mean the First Replat (or later additions) of the Palm Springs Addition First Replat recorded with Palm Beach, a copy of which is attached hereto as Exhibit B.

1.8 Governmental Authorities. "Governmental Authorities" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

1.9 Governmental Requirements. "Governmental Requirements" shall mean all applicable laws, statutes, ordinances, codes, rules, regulations, orders, resolutions and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

1.10 Interest Rate. The lesser of the following: (a) the highest rate permitted by law to be paid on such type of obligation by the Party obligated to make such payment; or (b) two percent (2%) per annum in excess of the interest rate from time to time

publicly announced by Wells Fargo Bank N.A., Village of Palm Springs, Florida or its successor, as its reference or prime rate, even though such bank may lend funds to its customers at interest rates that are at, above, or below such rate.

1.11 Lot. "Lot" or "Lots" shall mean individually or collectively the portions of the Development legally described as a replat of Lot A, and Tract 1, Palm Springs Addition, as recorded in Plat Book 82, Pages 74 and 75 of The Public.

1.12 Occupant. Intentionally Deleted.

1.13 Outside Sales Area. Intentionally Deleted.

1.14 Party or Parties. "Party" or "Parties" shall mean Jerjo, Developer and their respective successors and assigns or any successors or assigns thereof who become owners of any portion of the Development. Each party shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Development owned by it which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred, at which time the transferring Party's personal liability for unaccrued obligations shall terminate. On any conveyance of any portion of the Development, the conveying party will thereafter be released from any further obligation under this REA arising thereafter with respect to the part of Development so conveyed, and the grantee shall be liable for all obligations under this REA with respect to the part of Development so conveyed arising from and after the conveyance. Each Party agrees to execute and deliver any documents reasonably necessary to evidence such release for the purpose of recording or otherwise, which documents or assurances will be duly executed by the Parties or by any grantee to any such grantor. However no failure of a Party to execute or deliver such a document will render a release invalid.

A Party transferring all or any portion of its fee interest in the Development or a Lot shall give notice at least the following information:

- (i) The name and address of the new Party;
- (ii) A copy of the legal description of the portion of the Development transferred by such Party; and
- (iii) If the new Party is a designated Approving Party.

If a Lot is owned by more than one Person, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in the Lot shall designate one of their number to represent all owners of the Lot and such designated Person shall be deemed the Party for such Lot. Any transferring party shall (for the purpose of the REA only) be the transferee's agent.

Nothing Contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is placed upon the transferred portion of the Development prior to receipt of the notice.

1.15 Person. "Person" shall mean any individual partnership, firm, association, corporation, trust, or any other form of business or government entity.

1.16 Permittee. "Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaries of Occupants.

1.17 Utility Lines. "Utility Lines" shall mean those facilities and systems for transmission of utility services including, without limitation, gas, electrical, water lines, sanitary sewer lines, fire lines, suppression lines, including without limitation drainage and storage of surface water and fire hydrants and any water

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lines servicing said hydrants. "Common Utility Lines" shall mean those Utility Lines, if any, which are installed to provide the applicable service to more than one Lot. "Separate Utility Lines" shall mean those Utility Lines which are installed to provide the applicable service to only one Lot. For the purpose of the REA, the portion of a Utility Line extending between a Common Utility Line and a Building shall be considered a Separate Utility Line.

## ARTICLE 2

### UTILITY LINE EASEMENTS

2.1 Utility Line Easements. Jerjo and Developer hereby grant to each other over, through and under their respective Lots the easements set forth herein and declare that each Lot is hereinafter subject to encumbered by and shall be conveyed subject to and for the benefit of the Parties and Permittees, a perpetual non-exclusive easement over, under and across those portions of the grantor's Lot (exclusive of any portion located within the Building Area) to maintain, operate, repair, replace and construct all Utility Lines to, over and across the Development serving the grantee's Lot. The initial location of the utility Lines shall be as identified on the First Replat and the utility plans, if any, which are approved by both Approving Parties. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility company.

Any Party shall have the right to relocate any Utility Line on its Lot upon notice to the grantee, as long as the relocations: (a) does not unreasonably interfere with the utility services to the grantee; (b) is performed at the relocating Party's expense; and (c) is completed using materials and design standards which equal or exceed those originally used.

A grantee may relocate a Utility Line on another Party's Lot with such Party's consent, which shall not be unreasonably withheld, conditioned or delayed, provided that such relocation (a) does not unreasonably interfere with the utility services to the grantee; (b) is performed at the relocation Party's expense; and (c) is completed using materials and design standards which equal or exceed those originally used. Any relocation on another Party's Lot shall be accomplished in accordance with the following: (i) before exercising the right to relocate any Utility Line, the grantee shall first provide the grantor with a written statement describing the need for such relocation, a survey and proposed final working drawings and specifications for construction of the proposed relocated Utility Line, and an architect's or engineer's report that contains all information that the grantor may reasonably request in connection with the proposed relocation and other work to be performed in connection therewith, and shall identify the proposed new location of the Utility Line; and (ii) upon request, the grantee shall provide to the grantor a copy of an as-build survey showing the location of such relocated Utility Line.

Any Party installing, maintaining, operating, repairing, replacing or constructing utilities pursuant to the provisions of this Section shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including without limitation general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the grantor's Lot.

If both Parties agree to install a Common Utility Line, all costs and expenses of such Common Utility Line may be set forth in a separate agreement between those cooperating Parties.

All utility Lines shall be underground except ground mounted electrical transformers, as may be necessary during periods of construction, reconstruction, repair or temporary service, as may be required by governmental agencies having jurisdiction as may be required by the provider of such services, and fire hydrants.

2.2. Maintenance of Utility Line Easements. Each Party shall maintain, repair and replace, or cause to be maintained, repaired and replaced, in a good state of repair and safe condition, at its sole cost, the portion of the Common utility Lines on its Lot and any Separate Utility Lines utilized by it. Any Party performing or causing to be performed maintenance, repair or replacement work agrees to promptly pay all costs and expenses associated therewith, to diligently complete such work as quickly as possible, to promptly clean the area and restore the affected portion of the Development to a condition equal to or better than the condition which existed prior to the commencement of such work, and not to unreasonably interfere with the use or occupancy of any of the other Lots.

In the event that a Party fails to undertake such maintenance, repair or replacement of any Common Utility Line on its Lot within thirty (30) days after receipt of written notice detailing such failure, or within two (2) days after written notice in the event of an emergency, any of the other Parties may, but shall have no obligation to, undertake such maintenance, repair or replacement. A Party ("Advancing Party") who maintains, repairs, or replaces any Common Utility Line on another Party's Lot in compliance with the terms of this REA shall bill the Party owning the Lot containing the Common Utility Line for the Advancing Party's reasonable costs in connection with such maintenance, repair or replacement. The Advancing Party's shall have a lien on such other Party's Lot to secure payment of all sums advanced under this Section which shall be superior and senior to any lien hereafter placed upon the other Party's Lot, including the lien of any subsequent mortgage or deed of trust, except any first mortgage lien. Such other party shall pay such expenses to the Advancing Party within thirty (30) days of receipt of such bill.

The easements granted in this Article 2 will include the right to go in, to, over or across the Development, as may be reasonably necessary to exercise the easement rights granted in this Article 2; provided, however, that:

- (a) Any Party repairing Utility Lines on another Party's Lot shall give the other Party thirty (30) days prior written notice of its intent to enter the other Party's Lot so as to exercise its rights under the easements granted in this Article 2, but in the event of an emergency, each Party shall give the other Party reasonable notice;
- (b) Such exercise shall not unreasonably interfere with the use and occupancy by the other Party of its Lot and shall be calculated so as to minimize any interference with such use and occupancy;
- (c) Such exercise shall be at the sole cost and expense of the Party exercising its rights hereunder;



(d) The Party exercising its rights hereunder shall promptly repair, replace and restore the other Party's Lot and any improvements thereupon including without limitation landscaping, sod and payment to the condition that existed prior to exercise of its rights under the easements granted in the Article 2.

- Each Party agrees to perform all construction, maintenance or repair permitted by this Article 2 in as expeditious a manner as possible.

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### ARTICLE 3

#### DRAINAGE EASEMENT

3.1 Drainage Easement. Each Party grants to the other the easements set forth herein and declares that each Lot is hereinafter subject to, encumbered by, and shall be conveyed subject to and for the benefit of the Parties and Permittees, a perpetual non-exclusive easement to maintain, operate, repair, replace and construct all drainage improvements, including, without limitation, to any catch basin or pond in a public right of way, over and across: (i) that portion of the Development which may be identified on the First Replat as the "Utility Easement and Drainage Easement"; (ii) any drainage and utility easements required by the Village of Palm Springs; and (iii) any catch basin or pond identified on any grading and drainage plan as has been approved by the Village of Palm Springs (collectively referred to as "Drainage Easement")

3.2 Maintenance of Drainage Easement. Each Party shall maintain, repair and replace, or cause to be maintained, repaired or replaced, in good state of repair and safe condition, as its sole cost, that portion of the Drainage Easement on its Lot. In the event that a Party fails to undertake such maintenance, repair or replacement of that portion of the Drainage Easement on its Lot, within thirty (30) days after receipt of written notice detailing such failure, or within two (2) days after written notice in the event of an emergency, any of the other Parties may, but shall have no obligation to, undertake such maintenance, repair or replacement. A Party ("Advancing Party") who maintains, repairs or replaces the Drainage Easement as set forth herein on another Party's Lot in compliance with the terms of the REA shall bill the party owning the Lot containing the Drainage Easement for The Advancing Party's reasonable costs in connection with such maintenance, repair and replacement. The Advancing party shall have a lien on such other Party's Lot to secure payment of all sums advanced under this Section which shall be superior and senior to and lien hereafter placed upon such other Party's Lot, including without limitation the lien of any subsequent mortgage or deed of trust, except any first mortgage lien. Such other Party shall pay such expenses to the Advancing Party within thirty (30) days of receipt of such bill.

### ARTICLE 4

#### INGRESS AND EGRESS AND PARKING EASEMENT

4.1 Ingress and Egress Easement. The Driveways are not public streets and are located within the Development. Developer and Jerjo hereby grant the easements set forth herein and declare that the Developer Tract and the Jerjo Tract are hereinafter subject to, encumbered by and shall be conveyed subject to, and for the benefit of the use by the Parties and Permittees, and in common with others entitled to use the same at no charge; (i) a perpetual non-exclusive easement for pedestrian and vehicular access on, to, over and across the Driveways; and (ii) a perpetual, non-exclusive easement for pedestrian and vehicular access on, to, over and across the all Common Area parking lots, driveways and sidewalk areas of each Lot, as the same may time from time be constructed and maintained for said use. Such easement rights shall be subject to the provisions contained in this REA.

Such easement rights shall be subject to the following reservations as well as the other applicable provisions contained in this REA:

- (i) Each Party reserves the right to close-off any portion of its Lot for such reasonable period of time as may be legally necessary, in the opinion of such Party's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing-off any portion of its Lot, such Party shall give as much written notice as is practicable (generally not less than thirty (30) days) to each other Party of its intention to do so, and shall attempt to coordinate such closing-off with each other Party so that no unreasonable interference with the passage of pedestrians or vehicles shall occur;
- (ii) Each Party reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using its Lot; and
- (iii) Each Party reserves the right to temporarily erect or place barriers in and around areas on its Lot which are being constructed and/or repaired in order to insure either safety of persons or protection of property.

4.2 Maintenance and Operation of the Ingress and Egress Easements. Each Party shall at its cost operate and maintain the Common Area on its Lot, including, but not limited to the driveways; the parking lot pavements; planting areas, and storm drainage as set forth herein. No Permittee shall be charged for the right to use the Common Area.

4.3 Additional Improvements. The Easements granted in this Article 4 shall include portions of any subsequent improvements located on the Development which are identified for use as a roadway or pedestrian way providing ingress to and egress from the areas of Development which are subject to easements granted in this Article 4.

4.4 Parking Requirements. Intentionally deleted.

4.5 Access Opening. Intentionally Deleted.

## ARTICLE 5

### OPERATION OF THE PROPERTY/RESTRICTIVE CONVENANT

5.1 Uses. No use shall be permitted on the Development which is inconsistent with the operation of a first-class commercial development. Without limiting the generality of the foregoing, the following uses shall not be permitted.

No portion of the Buyer's Parcel, or the Seller Retained Parcel may be used, directly or indirectly, for any of the following:

Uses. No use shall be permitted which is inconsistent with the operation of a commercial development. Without limiting the generality of the foregoing, the following uses shall not be permitted.

- (i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Center;
- (ii) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, industrial, or mining operation, provide, however, that such restriction expressly exempts the following

agricultural uses: productive gardening, community gardening, distribution of food through community supported agriculture (CSA) programs and urban farming that includes the raising of bees or other animals as permitted by the applicable Governmental Requirements;

- (i) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during the periods of construction, reconstruction or maintenance);
- (ii) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of the building and exclusive of on-site composting, the size, location and screening of which shall be subject to the review and consent of both parties, provided that such consent shall not be unreasonably withheld conditioned or delayed);
- (v) Any fire sale, bankruptcy sale, (unless pursuant to a court order) or auction house operation;
- (vi) Any automobile, truck, trailer, or recreational vehicle sales, leasing, display, body shop or repair operation;
- (vii) Any mortuary or funeral home;
- (viii) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall;
- (ix) Any adult book store, night club or discotheque, massage parlor, or any other establishment which provides live entertainment or which sells, rents or exhibits pornographic or obscene materials;
- (x) Any "second hand" store, "surplus" store, flea market, pawn shop, government surplus store, Goodwill Store, salvage store, Salvation Army Store or Liquidation store;
- (xi) Any central laundry, dry cleaning plant, or laundromat;
- (xii) Any animal boarding facilities;
- (xiii) Any unlawful or illegal purpose.

No Party shall use, or permit the use of Hazardous Materials (as that term is defined herein) on, about, under or in its Lot or Development, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environment Laws (as that term is defined herein). Each Party shall indemnify, protect, defend and hold harmless the other Parties from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to costs of investigation, litigation and remedial response, arising out of any Hazardous Material used or permitted to be used by such Party, whether or not in the ordinary course of business.

For the purpose of the Article, the term (i) "Hazardous Materials" shall mean: asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean: all federal, state, county, municipal, local or other statutes, laws, ordinances and regulations which relate to or deal with the environment, all as may be amended from time to time.

5.2 Restrictive Covenant/Exclusive Use. Intentionally Deleted.

5.3 Maintenance of Common Area and Driveways.

(A) Each Party shall maintain, repair and replace, or cause to be maintained, repaired and replaced, at its sole cost and expense, the Common Area on its Lot, including, but not limited to, the parking lots, driveways, sidewalks, planting areas, and storm drainage, including snow plowing, lawn mowing and landscaping of the Common Areas and Driveways, repairs and sealcoating of the Common Areas in a slightly, safe condition and good state of repair. Any unimproved Common Area shall be mowed and kept liter-free.

(B) If any portion of the common Area is damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this REA, other than damage caused by ordinary use or wear and tear, the party upon whose Lot such Common Area is located shall repair or restore at least the parking portion of the Common Area at its sole cost and expense with all due diligence. If such damage or destruction of Common Area on its Lot is caused in whole or in part by another Party, the Party obligated to make such repair or restoration reserves and retains the right to proceed against such other Party for indemnity, contribution and/or damages.

(C) Intentionally Deleted.

(D) Developer will pay an annual fee of \$24,000 to Jerjo to share the on-site leasing agents, maintenance staff, leasing office, fitness room, pool and entrance gate and Jerjo Tract, Developer will also pay forty percent (40%) of the payroll expenses for Jerjo's employees. The annual fees are subject to annual cost increases as determined by Jerjo. [PLEASE INCORPORATE REMEDIES FOR JERJO IF ANNUAL FEES ARE NOT PAID—LIEN RIGHTS AGAINST PARTIAL RELEASE PARCEL].

#### 5.4 Building Improvements.

(A) After completion of construction, each Party covenants and agrees to maintain and keep the exterior portion of the Buildings located on its Lot in first-class condition and state of repair, in compliance with all Governmental Requirements, and in compliance with the provisions of this REA, including without limitation the exterior architectural concept approved for such Building. Each Party further agrees to store all trash and garbage on its Lot in adequate containers, to locate such

containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash and garbage.

(B) In the event any of the Buildings on the Development are damaged by fire or other casualty (whether insured or not), the Party upon whose Lot such Building is located shall, subject to Governmental Requirements and/or insurance Adjustment delays, immediately remove the debris resulting from such casualty and provide a slightly barrier, and within a reasonable time thereafter shall either (i) repair and restore the Building so damaged to a complete unit, such repair or restoration to be performed in accordance with all provisions of this REA, or (ii) erect another Building in such location, such construction to be performed in accordance with all provisions of this REA, or (iii) demolish the damage portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Common Area unit a replacement Building is erected. Such Party shall have the option to choose which of the foregoing alternatives to perform, but such Part shall be obligated to perform one (1) of such alternatives.

(C) Jerjo will utilize the annual fee for Capital improvements, including but not limited to replacing and upgrading the security gates, laundry machines, fitness equipment, upgrading landscaping and repaving entry driveway.

## ARTICLE 6 CONSTRUCTION

### 6.1 General Requirements.

(A) Each Party agrees that all construction activities performed or authorized by it within the Development shall be performed in a good, safe, workman-like manner.

(B) Each Party further agrees that any construction activities performed or authorized by it shall not:

- (i) Cause any unreasonable increase in the cost of constructing improvements upon another Party's Lot;
- (ii) Unreasonably interfere with construction work being performed on any other part of the Development;
- (iv) Unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Development; or

(C) Each party agrees to defend, protect, indemnify and hold harmless each other Party from and against all claims and demands, including without limitation any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including without limitation reasonable attorney's fees and cost of suit, resulting from any accident, injury or loss or damage whatsoever occurring to any Person or to the property of any Person arising out of or resulting from any construction activities performed or authorized by such indemnifying Party; provided, however, that the foregoing shall not be applicable to either events or circumstances caused by the negligence or willful act or omission of such indemnified Party, its licensees, concessionaires, agents, servants, employees, or anyone claiming by, through, or under any of them.



## ARTICLE 7

### TERM

7.1 Limitations. In exercising their respective rights and fulfilling their respective obligations under this REA the Parties subject to the REA will (a) not unreasonably interfere with any of the easements or licenses granted hereunder; and (b) comply with all of the applicable provisions of this REA.

7.2 Term. Duration; Running with the Land. Except as otherwise set forth herein, the provisions of this Agreement shall run with the land and shall run with and bind title to the Development, bind upon and inure to the benefit of all parties hereto, and their respective heirs, executors, legal representatives, successors, assigns and successors-in-title, and remain in effect perpetually to the extent permitted by applicable law.

## ARTICLE 8

### ALTERATIONS

8.1 Alterations. Except as otherwise provided herein, no Party shall make or permit any material exterior or structural alteration, addition or barrier or other material addition, alteration or barrier to any part of the Development which will interfere with, prevent or unreasonably obstruct the exercise of any easement or license granted herein without the prior written consent of all directly affected Parties which consent will not be unreasonably withheld. This REA does not limit construction of any Buildings or other improvements in the locations set forth on the Site Plan. Jerjo shall not have any right of consent or approval as to the design or configuration of any building constructed on the Developer Tract and neither Developer nor any other Party shall have any right of consent or approval as to the design or configuration of any building on the Jerjo Tract.

## ARTICLE 9

### INSURANCE

9.1 Insurance. Intentionally Deleted.

9.2 Certificates of Insurance. Intentionally Deleted.

## ARTICLE 10

### WAIVER OF SUBROGATION

10.1 Mutual Waiver of Subrogation. Each Party waives all claims for recovery from the other Party for any loss or damage to any of its property insured or is of the type generally covered by property insurance provided under the Comprehensive Replacement Cost Form, irrespective either of any negligence on the part of the released party which may have contributed to or cause such loss, or of the amount of insurance required or actually carried.



## ARTICLE 11

### COMPLIANCE WITH LAWS; ZONING

11.1 Compliance with Law. With respect to their respective use, enjoyment and exercise of any rights or obligations hereunder, the Parties will comply with all Governmental Requirements of all Governmental Authorities. If a Party does not process diligently with any such compliance ("non-performing party") and such failure to proceed adversely and materially affects another Party, then the other party may give written notice to the non-performing Party specifying the respect in which the cure of such noncompliance is not proceeding diligently. If the non-performing party fails to proceed diligently within thirty (30) days after receipt of such notice, the other Party shall have the right to seek all remedies set forth in Article 14. Notwithstanding the foregoing, either Party may contest in good faith any such Governmental Requirements, including any of the foregoing relating to the imposition of taxes and assessments so long as such contesting party provides written notice to the other party of such contest within ten (10) days after receipt of the notice described above and said Party indemnifies, defend and holds the other Party harmless from any loss, or expense occasioned by such contest.

## ARTICLE 12

### DAMAGE AND DESTRUCTION

12.1 Damage and Destruction. If any portion of the Property over which runs an easement or license granted hereunder are damaged or destroyed, the owner of such damaged or destroyed property will repair or restore the damaged or destroyed portions to the extent necessary to allow for the operation and use of said easements or licenses within a reasonable time from the date of damage or destruction.

## ARTICLE 13

### CONDEMNATION

13.1 Condemnation. If any portion of the Development over which runs an easement or license granted hereunder is taken or condemned, the owner of such property will restore or repair, within a reasonable period thereafter, to the extent of any proceeds from the taking or condemnation, the remaining portion of its site so as to fulfill the terms and conditions of this REA and to a condition reasonably suitable to the affected Parties. In addition to any rights or obligations hereunder, the owner of the property so taken or condemned will restore or rebuild any improvements required for the use of any of the easements granted hereunder, and so as to maintain the property in compliance with the federal, state and local regulations, rules and laws, and in compliance with the terms of the REA.

13.2 Award. In the event any portion of the Development shall be condemned, the award shall be paid to the Party owning the property taken, except that if the taking includes improvements belonging to more than one Party, such as Utility Lines or signs, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition as agreed upon by both parties in writing.

## ARTICLE 14

### DEFAULTS AND REMEDIES

14.1 Default. A party shall be deemed to be in default of this REA should a party fail to perform its obligations set forth herein or violate the rights and privileges of the other party as provided herein and such failure to perform or violation continues (a) in the event of a monetary matter, for a period in excess of ten (10) days after written notice of default, or (b) in the event of a non-monetary matter, except as expressly provided herein, for a period in excess of thirty (30) days after written notice of default, provided, however, that in the event of a matter which is susceptible to cure but which takes reasonably longer than thirty (30) days to cure, for such reasonable period after written notice of default, but in any event no longer than ninety (90) days.

14.2 Injunction. In the event any violation or threatened violation by a party or its respective Permittees of any of the terms, covenants and conditions in this REA, any of the other Parties, or their respective successors or assigns, will have, in addition to the right to collect damages and to pursue any remedy provided herein or available at law or equity, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

14.3 Cure of Default. In addition to the remedies provided herein, following a default which is not cured within the time periods provided for herein, upon ten (10) days prior written notice a non-defaulting Party ("**Non-Defaulting Party**") may cure the default of another Party ("**Defaulting Party**") including, without limitation, entering the Defaulting Party's site and constructing, repairing and maintaining, any or all parts of an easement, property to facility in, on, over or across which an easement or license granted herein runs, for the purpose or us for which that easement or license is hereby created and established, and all work shall be done at the sole cost and expense of the defaulting party. In the event any Non-Defaulting Party shall cure a default, the incurred in connection with such curative action, including reasonable attorneys' fees, plus interest at the Interest Rate, within ten (10) days of receipt of demand, together with reasonable documentation supporting the expenditures made. So long as such sums remain unpaid, the Non-Defaulting Party will have a lien on the Defaulting Party's Lot to secure payment of all sums owing under this REA, which lien shall be superior and senior to any lien thereafter placed upon the other Party's Lot, including the lien of any mortgage or deed of trust hereafter given, except any mortgage lien (whether such mortgage lien is in first or any subsequent positions), which lien to secure repayment to a Non-Defaulting Party may be foreclosed as provided by the laws of the state of Florida in the manner of a mortgage containing a power of sale.

14.4 Unavoidable Delay. If performance of any act or obligation of any Party is prevented or delayed by an act of God, war, labor disputes, unavailability of labor or materials or other cause beyond a reasonable control of such Party, the time for the performance of the act or obligation will be extended for a period that such act or performance is delayed or prevented by any such cause; provided, however, that a Party's inability to perform its obligations hereunder due to financial incapacity or its own negligence shall not constitute unavoidable delay. The delay will be excusable under this Section only if the party unable to perform informs the other Parties in writing of the existence and nature of the delay and the time period reasonably necessary to cure the default.

14.5 Limitation of Remedy. No breach of this REA will entitle any Party to cancel, rescind, or otherwise terminate this REA, but this limitation will not affect, in any manner, any other rights or remedies which the Parties may have by reason of any breach of this REA.

Each Party hereby waives any and all rights it may have to receive lost profit, consequential, exemplary or punitive damages with the respect to any claim it may have against the other Party

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under this REA, it being agreed that no Party shall be entitled to receive money damages in excess of its actual compensatory damages, notwithstanding any contrary provision contained in this REA or otherwise.

## ARTICLE 15 AMENDMENTS

15.1 Amendments. Except as explicitly provided elsewhere in this REA, this REA may only be amended by written agreement signed by all of the current Parties, except in the following event: that a provision of this REA which only affects specific Lots may be amended by a written agreement by all of the then current Parties owning the affected Lots.

No termination, modification or amendment will be effective until a written instrument has been recorded in the court recorder's or registrar's office for Palm Beach County, Florida.

No consent to the amendment of this REA shall ever be required of any Occupant or person other than the Parties whose consent is required pursuant to the provisions of this Section.

## ARTICLE 16 LIENS

16.1 Liens. If a Party ("**Lien Party**") performs or has performed any work upon its own property or upon the property of another Party ("**Creditor Party**"), the Lien Party will not permit any mechanic's, materialmen's or other similar liens to stand against the Creditor Party's property for the labor or material which have been furnished in connection with such work. If any mechanic's, materialmen's or other lien is filed against the property of the Creditor Party as a result of the nonpayment of an amount due which, if due, would not be payable by the Creditor Party by reason of this REA and which, if due, would be payable by the Lien Party, then the Lien Party will at its sole cost post a bond to procure the discharge of said lien upon written request of the Creditor Party. If the Lien Party fails to discharge said

lien within ten (10) days from the written request of the Creditor Party, the Creditor Party may bring and contest the validity of any lien, pay the unpaid amount of the lien on its property and purchase the lien rights of the party which furnished the materials or services, and take all other action and expend any sum necessary to remove said lien. The Lien Party whom the labor and materials were supplied will immediately pay any judgement rendered, all amounts expended by the Creditor Party (including without limitation all amounts expended by Creditor Party to cure), and all other expenses incurred by the Creditor Party to release its property from said lien including without limitation reasonable attorney's fees, interest and costs. The lien Party or the Creditor Party will immediately notify the other of any lien filed against the other Party's property.

## ARTICLE 17 BINDING EFFECT

17.1 Binding Effect. All of the easements and rights granted in this REA are appurtenances to the applicable portions of the Development and none of the easement and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. Each and all of the easements, covenants, restrictions and conditions contained in this REA (whether affirmative or negative in nature) (i) are made for the direct, mutual and reciprocal benefit of the Lots; (ii) will create mutual equitable servitudes upon the Lots in favor of the other Lots; (iii) will constitute covenants running with the land; (iv) will bind every person having any fee, leasehold or other interest in any portion of the Lots at any time to the extent that such portion is affected or bound by the easement, covenant, restriction or condition; and (v) will inure to the benefit of the Parties and their respective successors and assigns.

17.2 Conveyances. The Parties acknowledge that this REA runs with the land and agree that in each instance in which a Party conveys any part of its interest in all or any portion of the Development to a grantee or lessee: (i) the grantee or lessee shall not use, occupy or allow any use or occupancy of the Development so conveyed in any manner which would constitute a violation or breach of any of the covenants in this REA; and (ii)

that the grantee will perform all of the obligations of the conveying party under this REA with respect to the portion of the Development conveyed to such grantee.

## **ARTICLE 18 DEDICATION**

18.1 Dedication. Nothing contained in this REA will be deemed to be a gift or dedication of any portion of the Development to the general public or for the general public of for any public purpose whatsoever, it being the intention of the parties, that this REA will be strictly limited to and for the purpose expressed in the REA.

## **ARTICLE 19 SEVERABILITY**

19.1 Severability. If any clause, sentence or other portion of the terms, conditions or covenants of this REA become illegal, null or void for any reason or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

## **ARTICLE 20 NOTICES**

20.1 Notices. All notices, statements, demands, approvals or other communications to be given pursuant to this REA must be in writing, addressed to the parties and will be delivered in person, or by certified or registered mail, postage prepaid, to the following addresses, or to any other address which the parties may from time to time designate:

If to Developer, to

Jerjo Holdings, LLC.  
998 SE Town Place Blvd.  
Port St. Lucie, Fl. 34952

With a copy to:

Bruce S. Rosenwater & Assoc.  
1601 Forum Place, Suite #610  
West Palm Beach, FL. 33401

If to the Jerjo, to:

Jerjo Inc.  
998 SE Town Place Blvd.  
Port St. Lucie, Fl. 34952

With a copy to:

Bruce S. Rosenwater & Assoc.  
1601 Forum Place, Suite #610  
West Palm Beach, FL. 33401

To any Party subject to this REA to the address provided pursuant to Section 1.4

## ARTICLE 21 GENERAL

21.1 Headings. The headings of articles and sections in the REA are for convenience of reference only and will not in any way limit or define the content, substance or effect of the articles or sections.

21.2 Abandonment. Easements created hereunder will not be presumed abandoned by non-use and rights and the easements and rights created hereunder will not terminate due to the occurrence of any damage or destruction of portions of the Development subject to an easement or other right except as provided expressly herein.

21.3 Governing Law. This REA will be governed in accordance with the laws of Florida, including without limitation matters affecting title to all real property describe herein.

21.4 No Third Party Beneficiary. This REA is not intended to give or confer any benefits, rights, privileges, claims, action or remedies to any person or entity including without limitation the public, as a third party beneficiary or under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.



21.5 Status of Parties. The parties have not become and do not intend to become partners or joint ventures and nothing herein shall be construed or applied to constitute the parties as partners or joint ventures.

This is not a certified copy

21.6 Rights and Obligations of Lenders. Each of Jerjo and Developer consent to the existing Multifamily Mortgage, Assignment of Rents and Security Agreement dated June 30, 2010 ("Mortgage") and currently held by U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Multifamily Mortgage Pass-Through Certificates, Series 2010-K9 ("Mortgagee"), which Mortgage encumbers all or any portion of the Jerjo Tract or its rights and obligations hereunder subject to the terms of this Section 21.6. If Mortgagee succeeds to the rights of Jerjo hereunder pursuant to an exercise of its rights under any Mortgage on all or part of the Jerjo Tract, the Mortgagee shall be bound by the terms hereof and the Developer shall have the same rights and remedies against the Mortgagee for a breach hereof as they would have against Jerjo but for the assignment; provided, however, that the Mortgagee shall not be liable to Purchaser for any act or omission of Jerjo or Developer, including Jerjo's or Developer's failure to pay any amounts owing or to be paid hereunder or to perform any act or obligation required to be performed by Jerjo or Developer hereunder, arising prior to the date the Mortgagee succeeds to Jerjo's rights hereunder and takes possession of all or any portion of the Jerjo Tract. Mortgagee shall assume the obligations and be liable to Purchaser under this Declaration only for matters and obligations arising or to be performed from and after the date the Mortgagee succeeds to Jerjo's rights hereunder and takes possession of all or any portion of the Development and during such period of ownership by the Mortgagee of all or any portion of the Jerjo Tract, and any further or additional liability shall terminate upon the transfer by such Mortgagee of all of its interest in the Jerjo Tract; provided, however, the Mortgagee shall have no personal liability for any of the matters under this Declaration except to the extent of, and the Mortgagee's liability shall be limited to, the Mortgagee's estate and interest in the Jerjo Tract. Notwithstanding anything contained herein to the contrary, Mortgagee shall have the sole and exclusive right,

without the consent of any other party, to terminate this Agreement at any time upon thirty (30) days' advance written notice (i) if Mortgagee determines, in its sole and absolute discretion, that this Agreement is having a negative impact on the Jerjo Tract due to the Developer's Property being favored over the Jerjo Tract; (ii) if the Loan held by Mortgagee is transferred from the master servicer to the special servicer pursuant to the terms of the securitization documents governing such Loan; or (iii) if an Event of Default (as defined in the loan documents held by Mortgagee) occurs or Mortgagee acquires title to the Jerjo Tract through foreclosure or takes title to the Jerjo Tract through a deed-in-lieu of foreclosure. To evidence any such termination, Mortgagee shall execute and record in the land records a termination document citing this Section 21.6. Further, and without limiting the foregoing, if Jerjo and Developer are, at the time of execution of this Agreement, affiliated entities under common management or ownership, to the extent Jerjo and Developer are no longer under common management and ownership, the this Agreement shall automatically terminate effective thirty (30) days after the date such parties are no longer under common management or ownership. No consent of any party shall be required for Mortgagee to implement the foregoing termination right. To evidence such termination, either Jerjo or Developer shall execute and record in the land records a termination document citing this Section 21.6. This Agreement shall not be amended or modified without the prior written consent of Mortgagee. Any mortgagee holding any interest in the Purchaser's Property shall execute a Joinder and Consent in identical form to the one attached hereto for Mortgagee.

12. Mortgagee Notice and Right to Cure. Each of Jerjo and Developer agrees to give to the Mortgagee a notice certifying, if true, of any default under this Declaration at the following address: U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Multifamily Mortgage Pass-Through Certificates, Series 2010-K9, c/o Grandbridge Real Estate Capital LLC, 3000 Riverchase Galleria Tower, Suite 1020, Birmingham, Alabama 35244. Giving of any notice of default to Mortgagee shall in no event create any liability on the part of Mortgagee to cure any such default or take any action whatsoever.

13. Priority. Violation of this Declaration shall not defeat or render invalid the lien of the Mortgage. Any lien created hereunder shall be junior and subordinate to the Mortgage unless a suit to enforce the same shall have been filed in a court of competent jurisdiction prior to the recordation of such Mortgage; provided, however, any Mortgagee in actual possession or any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by and be subject to this Declaration as fully as any other Owner of the Property effective upon the date of acquisition.

21.7 Taxes and Assessments. Each party shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Lot, the buildings, and improvements located thereon and any personal property owned or lease by such Party in the Development, provided that if the taxes or assessments or any part of the say may be paid in installments, the Party may pay each such installment as ad when the same becomes due and payable. Nothing contained in this Sections 23.7 shall prevent any Party from contesting at its cost and expense any such taxes and assessments with respect to its Lot in any manner such Party elects, so long as such

contest is maintained with reasonable diligence and in good faith. At the time as such contest is concluded (allowing for appeal to the highest appellate court), the contesting Party shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

21.8 Interest. Wherever and as often as one Party shall not have paid any sum payable hereunder to another Party within ten (10) days of the due date, such delinquent Party shall pay interest on such amount from the due date, through and including the date such payment is received by the Party entitled thereto, at the Interest Rate.

21.9 Consent. Unless expressly provided otherwise in this REA, whenever consent is required in this REA, such consent shall not be unreasonably withheld or delayed. Unless provision is made for a specific time period, the requested Party shall be deemed to have given its consent. If a Party refuses consent, the reasons therefor shall be stated. Except with the respect to a consent given by lapse of time, all consents and refusals to consent shall be in writing.

Any right to consent contained in this REA shall be held by the Party owning the Lot to which such right relates. Any purchaser of any Lot in the Development shall automatically acquire any right to consent at such time as such purchaser becomes a Party, unless the selling Party (a) conveys less than all of its ownership interest in the Development and (b) provides in writing, either in the deed conveying a portion of its ownership interest in the Development or in another agreement executed by the selling Party and recorded in the Palm Beach County recorder's office prior to or simultaneously with such deed, that such selling Party retains the right or rights of consent described in such instrument. Until a purchaser becomes a Party, and only to the extent the selling Party does not so retain any right to consent, all rights to consent associated with such Lot shall remain with the selling Party and its heirs, successors and assigns with respect to the non-conveyed portion of the Lot.

[Signatures Appear on Next  
Page]

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copy

IN WITNESS WHEREOF, the undersigned have executed this Reciprocal Easement Agreement with Covenants, Conditions and Restrictions effective the date and year first above written.

This is not a certified copy

Jerjo Holdings, LLC.

By: [Signature]

Name: Jerome L. Rich

Its: Managing Member

Jerjo Inc.

By: [Signature]

Name: Jerome L. Rich

Its: President

STATE OF FLORIDA )

COUNTY OF St. Lucie )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March 2016, by Jerome L. Rich, the Managing Mbr of Jerjo Holdings LLC, a limited liability company, on behalf of the company.



Notary Public

[Signature]



**CONSENT OF LENDER TO RECIPROCAL EASEMENT AGREEMENT WITH  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(the "Consent")**

The undersigned Lender, the current holder of that certain Multifamily Mortgage, Assignment of Rents and Security Agreement dated as of June 30, 2010, granted by Jerjo, Inc. in favor of Grandbridge Real Estate Capital LLC, a North Carolina limited liability company, and currently held by U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Multifamily Mortgage Pass-Through Certificates, Series 2010-K9 ("Lender"), and recorded July 1, 2010 in O.R. Book 23931, Page 1477 in the Public Records of Palm Beach County, Florida (the "Mortgage"), hereby consents to the foregoing Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated as of 3/29, 2016 (the "REA"). The undersigned Lender specifically agrees that, subject to the terms hereof, a foreclosure or deed-in-lieu of foreclosure under the Deed of Trust shall be subject and subordinate to the rights of Jerjo and Developer (as defined in the REA) under the REA. Notwithstanding the execution of this Consent, nothing herein shall be construed to render the undersigned Lender responsible or liable for the performance of any of the covenants or undertakings of either Jerjo or Developer under the REA. Any successor to Jerjo or Developer (as each are defined in the REA) as a result of a foreclosure or deed-in-lieu of foreclosure under the Mortgage shall only be liable for obligations that first arise during the period of such party's ownership of the property encumbered by the REA. Nothing contained herein shall be deemed to modify, amend, or waive any term or provision of the Mortgage, and the Mortgage shall remain in full force and effect. Without limiting any of the foregoing, nothing contained herein shall be construed to render the undersigned Lender responsible for any unperformed maintenance obligations by Jerjo or Developer or obligations arising from the exercise of self help remedies under the terms of the REA by Jerjo or Developer and if Lender takes title to the Jerjo Tract (as defined in the REA) through foreclosure or deed-in-lieu of foreclosure, it shall not be liable for (i) any default by Jerjo or Developer under the terms of the REA; (ii) liable for any construction, completion or payment obligations which are unperformed by Jerjo or Developer, or (iii) subject to any amendments to the REA which were not consented to in writing by Lender.

SIGNATURES CONTINUE ON FOLLOWING PAGE

LENDER:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED  
HOLDERS OF BANC OF AMERICA MERRILL LYNCH COMMERCIAL MORTGAGE  
INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2010-K9

BY: WELLS FARGO BANK, N.A., AS  
MASTER SERVICER

BY: GRANDBRIDGE REAL ESTATE CAPITAL, LLC  
AS SUBSERVICER

BY: Todd Rogers  
NAME: Todd Rogers  
TITLE: Assistant Vice President

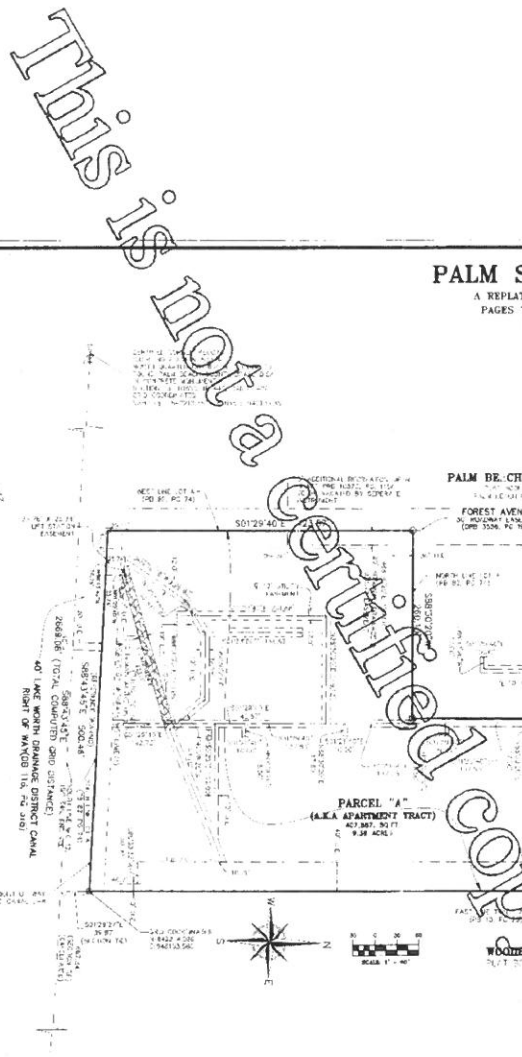
certified copy

**20160257636**

**PALM SPRINGS ADDITION FIRST REPLAT**  
A REPLAT OF LOT A, PALM SPRINGS ADDITION, AS RECORDED IN PLAT BOOK 82, PAGES 74 & 75 OF THE  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 44 SOUTH, RANGE 42 EAST,  
VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.  
JUNE, 2015

**LEGEND**

1. LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 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1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 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2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205



THE NEW YORK PUBLIC LIBRARY  
ASTOR LENOX TILDEN FOUNDATION  
1895

## JUNE, 2016



STATE OF ALABAMA  
COUNTY OF PALM BEACH

THIS DEED WAS RECORDED FOR  
RECORD AT \_\_\_\_\_ NO.  
IN \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 2016.  
AND THIS RECORD IS IN PLAT  
BOOK NO. \_\_\_\_\_  
ON PAGES \_\_\_\_\_ AND \_\_\_\_\_.

IN WITNESS WHEREOF,  
I HAVE HEREunto set my hand  
and the seal of said County  
at \_\_\_\_\_, ALABAMA, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY \_\_\_\_\_, Clerk of the County.

CLK

[illegible]

## FOREST LAKES

[illegible]

**B**ETSY LINDSAY, INC.  
SURVEYING AND MAPPING  
7907 NW JACK JAMES DRIVE STUART, FL 34907  
(772)386-5753 (772)386-5803 FAX  
LICENSING BUSINESS NO. 0832  
SHEET 3 OF 3



RESOLUTION NO. 2015-08

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (~~APPROVING/DENYING~~), WITH CONDITIONS, THE SITE PLAN AMENDMENT (SPR15-03) SUBMITTED BY JERJO, INC., FOR CONSTRUCTION OF AN ADDITIONAL THREE (3) TWO-STORY APARTMENT BUILDINGS, FOR A TOTAL OF 48 UNITS, FOR THE PROPERTY KNOWN AS PALM SPRINGS APARTMENTS RENTAL COMMUNITY, A 9.36 ACRE SITE LOCATED AT 4050 FOREST HILL BOULEVARD; AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, on January 13, 2015, the Land Development Board also reviewed and considered the request of the Applicant for approval of Site Plan Amendment (SPR15-03) for construction of an additional three (3) two-story apartment buildings, for a total of 48 units, for the property known as Palm Springs Apartments Rental Community, a 9.36 acre site located at 4050 Forest Hill Boulevard; and

**WHEREAS**, the recommendation of the Land Development Board to approve this application, subject to staff conditions, and a waiver from Sec. 34-1329, from the required 358 parking spaces, providing 310 parking spaces, has been forwarded to the Village Council for final consideration; and

**WHEREAS**, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

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

**Section 1.** The Village Council having received and considered the request of the Applicant for construction of an additional three (3) two-story apartment buildings, for a total of 48 units, for the property known as Palm Springs Apartments Rental Community; and the same having been heard in Regular Session on March 12, 2015; and having been otherwise fully apprised of the premises herein, the Village Council hereby (~~approves/denies~~) the said application, with the staff conditions attached hereto as **Exhibit "A"**, and which is incorporated herein by reference:

a. Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

**Section 2.** This Resolution shall take effect immediately upon adoption.

Council Member Brinkman offered the foregoing resolution. Council Member Escalada seconded the motion, and upon being put to a vote,

the vote was as follows:

|                                        | <u>Aye</u>                          | <u>Nay</u>               | <u>Absent</u>            |
|----------------------------------------|-------------------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SERGIO ESCALADA, <u>COUNCIL MEMBER</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, <u>VICE MAYOR</u>        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, <u>COUNCIL MEMBER</u>    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, <u>MAYOR PRO TEM</u>    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Resolution duly passed and adopted this 12<sup>th</sup> day of MARCH 2015.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_

BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_

VIRGINIA M. WALTON, VILLAGE CLERK



REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_

GLEN J. TORCIVIA, VILLAGE ATTORNEY



Sec. 34-466. - Acceptance and maintenance.

- (a) The developer shall execute an agreement guaranteeing the required improvements against defect in workmanship and material for one year after acceptance of the improvements by the village council. The agreement shall be submitted to the village engineer with the completion certificate and the project records.
- (b) The dedication of public space, parks, right-of-way easements, etc., on the plat shall not constitute an acceptance of the dedication by the village. The acceptance of the dedication shall be indicated by a resolution of the village council, adopted at such time as all improvements meet or exceed the standards set forth by this article or other standards as may be referred to in this article.
- (c) When a plat has been recorded and the developer fails to complete the improvements as required by this division, the village council shall complete the required improvements under the guarantees provided by the developer. In such cases, the village council shall call upon the guarantees to secure satisfactory completion of such action, and the village council shall by resolution accept the dedications and maintenance responsibility as indicated on the plat. In such cases, the remaining guarantees posted by the developer shall be retained for a period of one year after completion in lieu of the agreement. Any defects occurring during the one-year period shall be repaired using funds remaining in the guarantee.
- (d) Where a developer has elected to install the required improvements prior to recordation of the plat and fails to complete the improvements within the time limitations of this division, all approvals of the subdivision shall be null and void and the land shall revert to its original state. No reference shall be made to the plat with respect to the sale of lots or issuance of building permits unless and until the plat has been resubmitted with all of the supplementary material and approvals as prescribed in this division have been granted.

(Code 1994, § 30-316)

*Office of the Mayor*

**Village of Palm Springs, Florida**

**Proclamation**

**WHEREAS,** the National Hispanic Heritage Month from September 15, 2017 to October 15, 2017 to recognize the contributions made and the important presence of Hispanic and Latino Americans to the United States and celebrate their heritage and culture was enacted into law in 1988 under President Ronald Reagan. The observance started in 1968 under President Lyndon Johnson; and

**WHEREAS,** Hispanics have had a profound and positive influence on our country through their strong commitment to family, faith, hard work, and service. They have enhanced and shaped our Village's character with centuries-old traditions that reflect the multiethnic and multicultural customs of their community; and

**WHEREAS,** the term Hispanic or Latino, refers to Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. The anniversary of independence of five Latin American countries is September 15, 2017 and several others also celebrate their independence during this month; and

**WHEREAS,** over 50% of the population of the Village of Palm Springs are of Hispanic or Latino origin and we want to celebrate and recognize their contributions to the Village of Palm Springs; and

**WHEREAS,** we invite all members of our community to experience and learn about the cultures of Latin America and celebrate with us this Hispanic Heritage Month season at the library starting on Saturday, September 16, 2017 at 3 p.m. with a Costume Parade of Latin America; and

**NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim September 15, 2017 to October 15, 2017 as:**

***"Hispanic Heritage Month"***



*In witness whereof I have herunto set my hand  
and caused the seal of this city to be affixed*

*Mayor* \_\_\_\_\_

*Date* September 14, 2017



*Office of the Mayor*

**Village of Palm Springs, Florida**

# **Proclamation**

**WHEREAS,** Veterans of Foreign Wars Post 4360 each year presents a program to remember those men and women committed to action in other lands; and

**WHEREAS,** our nation will never rest until our lost brothers, sisters, fathers, mothers, husbands and wives return from all America's battlefields; and

**WHEREAS,** it is necessary to honor the commitment and the sacrifices made by this nation's Prisoners of War and those who are still Missing in Action, as well as their families.

**NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim September 16, 2017, as:**

**"P.O.W./M.I.A. RECOGNITION DAY"**

**IN PALM SPRINGS**



*In witness whereof I have herunto set my hand  
and caused the seal of this city to be affixed*

*Mayor* \_\_\_\_\_

*Date* September 14, 2017





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Finance

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**ITEM #14:** Ordinance No. 2017-23 - Establish FY 2017-2018 Millage Rates - Operating & Debt Service

**SUMMARY:** The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY) beginning October 1, 2017 and ending September 30, 2018. Additionally, the Council is requested to consider certifying the Village's taxable values to the PBC Property Appraiser as well as other related financial information:

- Gross taxable property value for FY 2018 is \$1,109,556,245 - an increase of \$200,089,454 over FY 2017
- The Village's Proposed FY 2018 General Fund operating millage is \$3.6500 per \$1,000 of taxable value or an increase of 3.42% over the rolled back rate
- Rolled-back rate is calculated at \$3.5293 per \$1,000 of taxable value
- Total taxable value within the Village to calculate the debt service millage rate is \$1,112,021,593; thus, the proposed millage rate required to pay the Village's general obligation debt for FY 2018 is \$0.4062 per \$1,000 of taxable value
- Proposed operating millage rate of \$3.6500 per \$1,0000 of assessed valuation and the voted debt service millage rate of \$0.4062 per \$1,000 of taxable value provide for a total millage rate of \$4.0562
- The proposed combined millage rates for FY 2018 (3.6500 operating + 0.4062 debt) are 0.3368 mills lower than the approved combined millage rates for FY 2017 (3.9000 operating + .4930 debt)

If approved on 1st reading, the proposed FY 2018 millage rate ordinance will be presented to the Village Council for consideration on 2nd and final reading during the September 28th Council meeting.

**Note:** Staff will submit the required Form DR-420 - Certification of Taxable Value and the Form DR-420Debt - Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector and the State of Florida following final approval.

### **FISCAL IMPACT:**

The proposed combined millage rates for FY 2018 (3.6500 operating + 0.4062 debt) are 0.3368 mills lower than the approved combined millage rates for FY 2017 (3.9000 operating + .4930 debt).

**ATTACHMENTS:**

1. Proposed Ordinance 2017-23 - Establish FY 2018 Millage Rates - Operating & Debt Service
2. Form DR-420 - Certification of Taxable Value
3. Form DR-420Debt - Certification of Voted Debt Millage
4. Advertisement Proof - Millage
5. Millage Advertisement

## **ORDINANCE NO. 2017-23**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2017/2018; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council of the Village of Palm Springs, Florida adopted Fiscal Year 2017/2018 final millage rates following a public hearing as required by Florida Statute 200.065; and

**WHEREAS**, the Village of Palm Springs, Florida, held public hearings as required by Florida Statute 200.065; and

**WHEREAS**, the real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of \$1,054,443,560 and the tangible personal property for nonexempt valuation of \$55,112,685, for a total gross taxable value for operating purposes of \$1,109,556,245.

**NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1.** The Fiscal Year 2017/2018 operating millage rate for the Village of Palm Springs is hereby levied in the amount of \$3.6500 mills which is 3.42% over the rolled-back rate of \$3.5293. The general obligation debt service millage rate is hereby levied in the amount of \$0.4062 mills, for a total of \$4.0562 mills of nonexempt valuation of real and personal property within the Village.

**Section 2.** Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 3.** Severability. If any word, clause, sentence, paragraph, section or

part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

**Section 5. Effective Date.** This ordinance shall become effective immediately upon adoption.

Council Member \_\_\_\_\_, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAWN MARIE COX, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Ordinance duly passed and adopted this \_\_\_\_\_ day of SEPTEMBER 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY



BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



# CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Year : 2017                           | County : PALM BEACH                |
| Principal Authority :<br>Palm Springs | Taxing Authority :<br>Palm Springs |

## SECTION I : COMPLETED BY PROPERTY APPRAISER

|              |                                                                                                                                                                                                                                                                        |                                         |                                                                             |                 |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------|-----------------|
| 1.           | Current year taxable value of real property for operating purposes                                                                                                                                                                                                     | \$                                      | 1,054,443,560                                                               | (1)             |
| 2.           | Current year taxable value of personal property for operating purposes                                                                                                                                                                                                 | \$                                      | 55,112,685                                                                  | (2)             |
| 3.           | Current year taxable value of centrally assessed property for operating purposes                                                                                                                                                                                       | \$                                      | 0                                                                           | (3)             |
| 4.           | Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>                                                                                                                                                                        | \$                                      | 1,109,556,245                                                               | (4)             |
| 5.           | Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)            | \$                                      | 104,577,474                                                                 | (5)             |
| 6.           | Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>                                                                                                                                                                                                       | \$                                      | 1,004,978,771                                                               | (6)             |
| 7.           | Prior year FINAL gross taxable value from prior year applicable Form DR-403 series                                                                                                                                                                                     | \$                                      | 909,466,791                                                                 | (7)             |
| 8.           | Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0                                                                                                                             | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO                                      | Number<br>0 (8) |
| 9.           | Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0 | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO                                                 | Number<br>1 (9) |
| SIGN<br>HERE | <b>Property Appraiser Certification</b>                                                                                                                                                                                                                                |                                         | I certify the taxable values above are correct to the best of my knowledge. |                 |
|              | Signature of Property Appraiser:                                                                                                                                                                                                                                       |                                         | Date :                                                                      |                 |
|              | Electronically Certified by Property Appraiser                                                                                                                                                                                                                         |                                         | 6/28/2017 8:26 AM                                                           |                 |

## SECTION II : COMPLETED BY TAXING AUTHORITY

|                                                                                                                                                                                                                       |                                                                                                                                                                                            |        |               |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|------|
| If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-. |                                                                                                                                                                                            |        |               |      |
| 10.                                                                                                                                                                                                                   | Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>                                                                   | 3.9000 | per \$1,000   | (10) |
| 11.                                                                                                                                                                                                                   | Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>                                                                                                     | \$     | 3,546,920     | (11) |
| 12.                                                                                                                                                                                                                   | Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i> | \$     | 0             | (12) |
| 13.                                                                                                                                                                                                                   | Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>                                                                                                                     | \$     | 3,546,920     | (13) |
| 14.                                                                                                                                                                                                                   | Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>                                                                                        | \$     | 0             | (14) |
| 15.                                                                                                                                                                                                                   | Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>                                                                                                                          | \$     | 1,004,978,771 | (15) |
| 16.                                                                                                                                                                                                                   | Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>                                                                                                     | 3.5293 | per \$1000    | (16) |
| 17.                                                                                                                                                                                                                   | Current year proposed operating millage rate                                                                                                                                               | 3.6500 | per \$1000    | (17) |
| 18.                                                                                                                                                                                                                   | Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>                                                                                  | \$     | 4,049,880     | (18) |

|                                       |                                                                                                                                                                                                      |        |                                                                                                                                                                                             |                                                          |                            |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------|
| 19.                                   | TYPE of principal authority (check one)                                                                                                                                                              |        | <input type="checkbox"/> County                                                                                                                                                             | <input type="checkbox"/> Independent Special District    | (19)                       |
|                                       |                                                                                                                                                                                                      |        | <input checked="" type="checkbox"/> Municipality                                                                                                                                            | <input type="checkbox"/> Water Management District       |                            |
| 20.                                   | Applicable taxing authority (check one)                                                                                                                                                              |        | <input checked="" type="checkbox"/> Principal Authority                                                                                                                                     | <input type="checkbox"/> Dependent Special District      | (20)                       |
|                                       |                                                                                                                                                                                                      |        | <input type="checkbox"/> MSTU                                                                                                                                                               | <input type="checkbox"/> Water Management District Basin |                            |
| 21.                                   | Is millage levied in more than one county? (check one)                                                                                                                                               |        | <input type="checkbox"/> Yes                                                                                                                                                                | <input checked="" type="checkbox"/> No                   | (21)                       |
| DEPENDENT SPECIAL DISTRICTS AND MSTUs |                                                                                                                                                                                                      |        |  STOP HERE - SIGN AND SUBMIT                                                                               |                                                          |                            |
| 22.                                   | Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>  |        |                                                                                                                                                                                             | \$ 3,546,920                                             | (22)                       |
| 23.                                   | Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>                                                                                                     |        |                                                                                                                                                                                             | 3.5293 per \$1,000                                       | (23)                       |
| 24.                                   | Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>                                                                                                     |        |                                                                                                                                                                                             | \$ 3,915,957                                             | (24)                       |
| 25.                                   | Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i> |        |                                                                                                                                                                                             | \$ 4,049,880                                             | (25)                       |
| 26.                                   | Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>                                                                                                 |        |                                                                                                                                                                                             | 3.6500 per \$1,000                                       | (26)                       |
| 27.                                   | Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, <b>minus 1</b>, multiplied by 100)</i>                                                            |        |                                                                                                                                                                                             | 3.42 %                                                   | (27)                       |
| First public budget hearing           |                                                                                                                                                                                                      | Date : | Time :                                                                                                                                                                                      | Place :                                                  |                            |
| SIGN<br>HERE                          | Taxing Authority Certification                                                                                                                                                                       |        | I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S. |                                                          |                            |
|                                       | Signature of Chief Administrative Officer :                                                                                                                                                          |        |                                                                                                                                                                                             | Date :                                                   |                            |
|                                       | Title :<br>Richard R. Reade, Village Manager                                                                                                                                                         |        | Contact Name and Contact Title :<br>Rebecca Morse, CFO                                                                                                                                      |                                                          |                            |
|                                       | Mailing Address :                                                                                                                                                                                    |        | Physical Address :<br>226 CYPRESS LANE                                                                                                                                                      |                                                          |                            |
|                                       | City, State, Zip :<br>PALM SPRINGS, FL 33461                                                                                                                                                         |        | Phone Number :<br>5619654010                                                                                                                                                                |                                                          | Fax Number :<br>5619650899 |

# CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

## Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

### Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

### Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

## Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

### Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

### Line 24

Include only those levies derived from millage rates.



# CERTIFICATION OF VOTED DEBT MILLAGE

[Reset Form](#)[Print Form](#)

DR-420DEBT

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

|                                         |                                    |
|-----------------------------------------|------------------------------------|
| Year : 2017                             | County : PALM BEACH                |
| Principal Authority :<br>Palm Springs   | Taxing Authority :<br>Palm Springs |
| Levy Description :<br>Palm Springs Debt |                                    |

## SECTION I: COMPLETED BY PROPERTY APPRAISER

|              |                                                                                          |    |                                                                             |     |
|--------------|------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------|-----|
| 1.           | Current year taxable value of real property for operating purposes                       | \$ | 1,056,908,908                                                               | (1) |
| 2.           | Current year taxable value of personal property for operating purposes                   | \$ | 55,112,685                                                                  | (2) |
| 3.           | Current year taxable value of centrally assessed property for operating purposes         | \$ | 0                                                                           | (3) |
| 4.           | Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3) | \$ | 1,112,021,593                                                               | (4) |
| SIGN<br>HERE | <b>Property Appraiser Certification</b>                                                  |    | I certify the taxable values above are correct to the best of my knowledge. |     |
|              | Signature of Property Appraiser :                                                        |    | Date :                                                                      |     |
|              | Electronically Certified by Property Appraiser                                           |    | 6/28/2017 8:26 AM                                                           |     |

## SECTION II: COMPLETED BY TAXING AUTHORITY

|                                          |                                                                                                       |                                                        |                                                                                    |     |
|------------------------------------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------|-----|
| 5.                                       | Current year proposed voted debt millage rate                                                         | 0.4062                                                 | per \$1,000                                                                        | (5) |
| 6.                                       | Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution | 0.0000                                                 | per \$1,000                                                                        | (6) |
| S<br>I<br>G<br>N<br><br>H<br>E<br>R<br>E | <b>Taxing Authority Certification</b>                                                                 |                                                        | I certify the proposed millages and rates are correct to the best of my knowledge. |     |
|                                          | Signature of Chief Administrative Officer :                                                           |                                                        | Date :                                                                             |     |
|                                          | Title :<br>Richard R. Reade, Village Manager                                                          | Contact Name and Contact Title :<br>Rebecca Morse, CFO |                                                                                    |     |
|                                          | Mailing Address :                                                                                     | Physical Address :<br>226 CYPRESS LANE                 |                                                                                    |     |
|                                          | City, State, Zip :<br>PALM SPRINGS, FL 33461                                                          | Phone Number :<br>5619654010                           | Fax Number :<br>5619650899                                                         |     |

## INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

### Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

### Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

# NOTICE OF PROPOSED TAX INCREASE

The Village of Palm Springs has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

- A. Initially proposed  
tax levy .....\$ 3,564,073
- B. Less tax reductions due to  
Value Adjustment Board and  
other assessment changes .....\$ 17,153
- C. Actual property  
tax levy .....\$ 3,546,920

This year's proposed  
tax levy .....\$ 4,049,880

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**THURSDAY, SEPTEMBER 28, 2017**

**6:30 PM**

**at**

**Village of Palm Springs Council Chambers  
226 Cypress Lane  
Palm Springs, FL 33461**

**A FINAL DECISION ON THE PROPOSED TAX  
INCREASE AND THE BUDGET WILL BE MADE AT  
THIS HEARING**

## NOTICE OF PUBLIC HEARING

A Public Hearing will be held on the following proposed ordinances on Thursday, September 28, 2017, at 6:30 p.m. in the Council Chambers, 226 Cypress Lane, Palm Springs, FL, at which time the Palm Springs Village Council will consider their adoption into law. The ordinances in their entirety may be inspected at the Office of the Village Clerk during regular working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. All interested parties may appear at the meeting and be heard with respect to these proposed ordinances at the public hearing.

### **ORDINANCE NO. 2017-20**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

### **ORDINANCE NO. 2017-23**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2017/2018; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he/she will need a record of the proceedings, and for such purpose 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 days prior to the meeting in order to request such assistance

Kimberly M. Wynn  
Village Clerk, Village of Palm Springs

PUBLISH: PALM BEACH POST  
September 23, 2017





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Finance

---

**ITEM #15:** Ordinance No. 2017- 20 - Adopt FY 2017-2018 Budget

**SUMMARY:** In accordance with the Village Charter and state law, the proposed ordinance establishes the balanced annual budget for the Village of Palm Springs in the amount of \$48,388,071 for the Fiscal Year (FY) beginning October 1, 2017 and ending September 30, 2018. The proposed FY 2018 Budget is comprised of the following Funds:

|                                        |              |
|----------------------------------------|--------------|
| General Fund Budget                    | \$22,393,815 |
| Debt Service Fund Budget               | \$429,125    |
| Water and Sewer Enterprise Fund Budget | \$24,935,800 |
| Stormwater Enterprise Fund             | \$ 629,331   |

The Village Council held a budget workshop on August 10, 2017 to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes the budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of proposed revenues by source and proposed expenditures by function, as they will appear in the budget summary advertisement that will be published in the Palm Beach Post on September 23, 2017 and posted on the Village's website - [www.vpsfl.org](http://www.vpsfl.org) - in accordance with state law.

If approved on 1st reading, the proposed FY 2018 budget ordinance will be presented to the Village Council for consideration on 2nd and final reading during the September 28th Council meeting.

**FISCAL IMPACT:**

The proposed ordinance establishes the operating budget for the General Fund, Debt Service Fund, Water and Sewer Enterprise Fund and the Stormwater Enterprise Fund for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

**ATTACHMENTS:**

1. Proposed Ordinance No. 2017-20 - FY 2018 Budget
2. Exhibit A - Proposed FY 2018 Budget Summary
3. Proposed FY 2018 Budget Advertisement - Palm Beach Post - September 23, 2017
4. Budget Hearing Advertisement

## ORDINANCE NO. 2017- 20

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 166.241(3), Florida Statutes (1997) requires a municipality to make appropriations for each fiscal year that do not exceed the amount to be received from taxation and other revenue sources; and

**WHEREAS**, municipalities are required to adopt their budget “by ordinance, unless otherwise specified in the municipality’s charter;” and

**WHEREAS**, all of the TRIM compliance measures have been achieved, including the two required public hearings, and all advertising requirements.

**NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1.** Budget Adopted. The appropriations for the fiscal year beginning October 1, 2017, in amount of \$48,388,071, are further described in **Exhibit “A”** attached hereto and incorporated herein by reference.

**Section 2.** Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 3.** Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

**Section 4.** Effective Date. This ordinance shall become effective immediately

**Ordinance No. 2017- 20**

upon adoption.

Council Member \_\_\_\_\_, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAWN MARIE COX, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Ordinance duly passed and adopted this \_\_\_\_\_ day of SEPTEMBER 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**BUDGET SUMMARY**  
**VILLAGE OF PALM SPRINGS - FISCAL YEAR 2017 - 2018**

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS  
ARE 27.45% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

| <b>ESTIMATED REVENUES:</b>                              | <b>MILLAGE<br/>PER \$1,000</b> | <b>GENERAL<br/>FUND</b> | <b>DEBT<br/>SERVICE<br/>FUND</b> | <b>WATER<br/>&amp; SEWER<br/>ENTERPRISE<br/>FUND</b> | <b>STORMWATER<br/>UTILITY<br/>ENTERPRISE<br/>FUND</b> | <b>TOTAL<br/>VILLAGE<br/>BUDGET</b> |
|---------------------------------------------------------|--------------------------------|-------------------------|----------------------------------|------------------------------------------------------|-------------------------------------------------------|-------------------------------------|
| <b>TAXES:</b>                                           |                                |                         |                                  |                                                      |                                                       |                                     |
| AD VALOREM                                              | <b>3.6500</b>                  | \$3,899,885             |                                  |                                                      |                                                       | \$3,899,885                         |
| VOTED DEBT SERVICE LEVY                                 | <b>0.4062</b>                  |                         | \$429,125                        |                                                      |                                                       | \$429,125                           |
| SALES & USE TAXES                                       |                                | \$1,922,317             |                                  |                                                      |                                                       | \$1,922,317                         |
| UTILITY SERVICE TAXES                                   |                                | \$2,696,858             |                                  |                                                      |                                                       | \$2,696,858                         |
| LOCAL BUSINESS TAX                                      |                                | \$403,000               |                                  |                                                      |                                                       | \$403,000                           |
| PERMITS AND FEES                                        |                                | \$2,358,405             |                                  |                                                      |                                                       | \$2,358,405                         |
| INTERGOVERNMENTAL REVENUES                              |                                | \$3,267,265             |                                  |                                                      | \$50,000                                              | \$3,317,265                         |
| CHARGES FOR SERVICES                                    |                                | \$2,025,734             |                                  | \$19,693,371                                         | \$383,731                                             | \$22,102,836                        |
| FINES AND FORFEITURES                                   |                                | \$336,000               |                                  | \$618,000                                            |                                                       | \$954,000                           |
| MISCELLANEOUS REVENUES                                  |                                | \$294,826               |                                  | \$165,000                                            |                                                       | \$459,826                           |
| OTHER FINANCING SOURCES                                 |                                | \$5,189,525             |                                  | \$4,459,429                                          | \$195,600                                             | \$9,844,554                         |
| <b>TOTAL ESTIMATED REVENUES<br/>AND BALANCES</b>        |                                | <b>\$22,393,815</b>     | <b>\$429,125</b>                 | <b>\$24,935,800</b>                                  | <b>\$629,331</b>                                      | <b>\$48,388,071</b>                 |
| <b>EXPENDITURES/EXPENSES:</b>                           |                                |                         |                                  |                                                      |                                                       |                                     |
| LEGISLATIVE                                             |                                | \$414,775               |                                  |                                                      |                                                       | \$414,775                           |
| EXECUTIVE                                               |                                | \$773,971               |                                  |                                                      |                                                       | \$773,971                           |
| FINANCE                                                 |                                | \$612,019               |                                  |                                                      |                                                       | \$612,019                           |
| LEGAL                                                   |                                | \$161,000               |                                  |                                                      |                                                       | \$161,000                           |
| GENERAL GOVERNMENT                                      |                                | \$450,104               |                                  |                                                      |                                                       | \$450,104                           |
| PLANNING, ZONING & BUILDING                             |                                | \$933,474               |                                  |                                                      |                                                       | \$933,474                           |
| LAW ENFORCEMENT                                         |                                | \$10,737,241            |                                  |                                                      |                                                       | \$10,737,241                        |
| SANITATION                                              |                                | \$1,077,000             |                                  |                                                      |                                                       | \$1,077,000                         |
| WATER AND SEWER UTILITY                                 |                                |                         |                                  | \$22,229,069                                         |                                                       | \$22,229,069                        |
| STORMWATER UTILITY                                      |                                |                         |                                  |                                                      | \$629,331                                             | \$629,331                           |
| PUBLIC WORKS                                            |                                | \$3,568,090             |                                  |                                                      |                                                       | \$3,568,090                         |
| LIBRARY                                                 |                                | \$1,050,484             |                                  |                                                      |                                                       | \$1,050,484                         |
| PARKS AND RECREATION                                    |                                | \$2,559,649             |                                  |                                                      |                                                       | \$2,559,649                         |
| SPECIAL EVENTS                                          |                                | \$56,008                |                                  |                                                      |                                                       | \$56,008                            |
| DEBT SERVICE                                            |                                |                         | \$429,125                        | \$283,393                                            |                                                       | \$712,518                           |
| OTHER FINANCING USES                                    |                                |                         |                                  | \$2,423,338                                          |                                                       | \$2,423,338                         |
| <b>TOTAL APPROPRIATED<br/>EXPENDITURES AND RESERVES</b> |                                | <b>\$22,393,815</b>     | <b>\$429,125</b>                 | <b>\$24,935,800</b>                                  | <b>\$629,331</b>                                      | <b>\$48,388,071</b>                 |

THE TENTATIVE ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE  
MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

# BUDGET SUMMARY

## VILLAGE OF PALM SPRINGS - FISCAL YEAR 2017 - 2018

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS  
ARE 27.45% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

| ESTIMATED REVENUES:                                     | MILLAGE<br>PER \$1,000 | GENERAL<br>FUND     | DEBT<br>SERVICE<br>FUND | WATER<br>& SEWER<br>ENTERPRISE<br>FUND | STORMWATER<br>UTILITY<br>ENTERPRISE<br>FUND | TOTAL<br>VILLAGE<br>BUDGET |
|---------------------------------------------------------|------------------------|---------------------|-------------------------|----------------------------------------|---------------------------------------------|----------------------------|
| TAXES:                                                  |                        |                     |                         |                                        |                                             |                            |
| AD VALOREM                                              | 3.6500                 | \$3,899,885         |                         |                                        |                                             | \$3,899,885                |
| VOTED DEBT SERVICE LEVY                                 | 0.4062                 |                     | \$429,125               |                                        |                                             | \$429,125                  |
| SALES & USE TAXES                                       |                        | \$1,922,317         |                         |                                        |                                             | \$1,922,317                |
| UTILITY SERVICE TAXES                                   |                        | \$2,696,858         |                         |                                        |                                             | \$2,696,858                |
| LOCAL BUSINESS TAX                                      |                        | \$403,000           |                         |                                        |                                             | \$403,000                  |
| PERMITS AND FEES                                        |                        | \$2,358,405         |                         |                                        |                                             | \$2,358,405                |
| INTERGOVERNMENTAL REVENUES                              |                        | \$3,267,265         |                         |                                        | \$50,000                                    | \$3,317,265                |
| CHARGES FOR SERVICES                                    |                        | \$2,025,734         |                         | \$19,693,371                           | \$383,731                                   | \$22,102,836               |
| FINES AND FORFEITURES                                   |                        | \$336,000           |                         | \$618,000                              |                                             | \$954,000                  |
| MISCELLANEOUS REVENUES                                  |                        | \$294,826           |                         | \$165,000                              |                                             | \$459,826                  |
| OTHER FINANCING SOURCES                                 |                        | \$5,189,525         |                         | \$4,459,429                            | \$195,600                                   | \$9,844,554                |
| <b>TOTAL ESTIMATED REVENUES<br/>AND BALANCES</b>        |                        | <b>\$22,393,815</b> | <b>\$429,125</b>        | <b>\$24,935,800</b>                    | <b>\$629,331</b>                            | <b>\$48,388,071</b>        |
| EXPENDITURES/EXPENSES:                                  |                        |                     |                         |                                        |                                             |                            |
| LEGISLATIVE                                             |                        | \$414,775           |                         |                                        |                                             | \$414,775                  |
| EXECUTIVE                                               |                        | \$773,971           |                         |                                        |                                             | \$773,971                  |
| FINANCE                                                 |                        | \$612,019           |                         |                                        |                                             | \$612,019                  |
| LEGAL                                                   |                        | \$161,000           |                         |                                        |                                             | \$161,000                  |
| GENERAL GOVERNMENT                                      |                        | \$450,104           |                         |                                        |                                             | \$450,104                  |
| PLANNING, ZONING & BUILDING                             |                        | \$933,474           |                         |                                        |                                             | \$933,474                  |
| LAW ENFORCEMENT                                         |                        | \$10,737,241        |                         |                                        |                                             | \$10,737,241               |
| SANITATION                                              |                        | \$1,077,000         |                         |                                        |                                             | \$1,077,000                |
| WATER AND SEWER UTILITY                                 |                        |                     |                         | \$22,229,069                           |                                             | \$22,229,069               |
| STORMWATER UTILITY                                      |                        |                     |                         |                                        | \$629,331                                   | \$629,331                  |
| PUBLIC WORKS                                            |                        | \$3,568,090         |                         |                                        |                                             | \$3,568,090                |
| LIBRARY                                                 |                        | \$1,050,484         |                         |                                        |                                             | \$1,050,484                |
| PARKS AND RECREATION                                    |                        | \$2,559,649         |                         |                                        |                                             | \$2,559,649                |
| SPECIAL EVENTS                                          |                        | \$56,008            |                         |                                        |                                             | \$56,008                   |
| DEBT SERVICE                                            |                        |                     | \$429,125               | \$283,393                              |                                             | \$712,518                  |
| OTHER FINANCING USES                                    |                        |                     |                         | \$2,423,338                            |                                             | \$2,423,338                |
| <b>TOTAL APPROPRIATED<br/>EXPENDITURES AND RESERVES</b> |                        | <b>\$22,393,815</b> | <b>\$429,125</b>        | <b>\$24,935,800</b>                    | <b>\$629,331</b>                            | <b>\$48,388,071</b>        |

THE TENTATIVE ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

## NOTICE OF PUBLIC HEARING

A Public Hearing will be held on the following proposed ordinances on Thursday, September 28, 2017, at 6:30 p.m. in the Council Chambers, 226 Cypress Lane, Palm Springs, FL, at which time the Palm Springs Village Council will consider their adoption into law. The ordinances in their entirety may be inspected at the Office of the Village Clerk during regular working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. All interested parties may appear at the meeting and be heard with respect to these proposed ordinances at the public hearing.

### **ORDINANCE NO. 2017-20**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

### **ORDINANCE NO. 2017-23**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2017/2018; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he/she will need a record of the proceedings, and for such purpose 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 days prior to the meeting in order to request such assistance

Kimberly M. Wynn  
Village Clerk, Village of Palm Springs

PUBLISH: PALM BEACH POST  
September 23, 2017



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Land Development

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**ITEM #16:** Ordinance No. 2017-19 - Village Code Amendment - Chapter 34 - Parking of Commercial Vehicles in Residential Districts & Storage of Commercial Vehicles in Commercial Districts

**SUMMARY:** Village staff is recommending an amendment to the Village's Code (Chapter 34 - Parking of Commercial Vehicles in Residential Districts) to clarify parking allowances and restrictions of commercial vehicles within residential land development (zoning) districts and to address the use of commercial vehicles as an accessory structure for business storage purposes. By providing clarification, the Village's Police and Code Enforcement staff will have the opportunity to educate and better enforce the parking restrictions (i.e., convenience stop, etc.) for commercial vehicles within the residential areas.

The proposed amendment would provide for the following (within any residential land use district):

- A temporary convenience stop at a residence shall be limited to no more than one (1) hour in any 24-hour period and shall not be between the hours of 11:00 p.m. and 7:00 a.m.
- Taxis, limousines and car service vehicles are allowable, but limited to three (3) vehicles provided the allowable vehicles are being parked on a paved surface and not obstructing any sidewalk or extending into any swale or public right-of-way areas

Note: The intent of these parking regulations is to allow (take-home) commercial (work) vehicles of standard, personal size (i.e., sedans, vans, pickup trucks, etc.) within residential properties and to restrict heavy commercial vehicles (i.e., tow trucks, step vans, construction equipment, tractor trailers, etc.) to reduce the impacts to our residential neighborhoods. At this time, standard commercial vehicles are not recommended to be regulated to a certain number of vehicles per property. However, this issue can be addressed at a later date should this be a concern in the future.

Additionally, the proposed ordinance would:

- Prohibit the parking or storage of an unrelated commercial vehicle on a commercially zoned property (without a related business) for more than two (2) hours
- Prohibit commercial vehicles from being utilized as a storage space within a commercially zoned property

The Land Development Board considered the proposed ordinance during its August 8, 2017 meeting



and recommended approval.

Note: Significant discussion was held and some Land Development Board Members were of the opinion that the proposed ordinance should be more restrictive on the parking of commercial vehicles within residential areas.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Land Development Director, Code Enforcement staff and the Police Chief.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on September 28, 2017.

**FISCAL IMPACT:**

The proposed ordinance does not have a fiscal impact to the Village.

**ATTACHMENTS:**

1. Proposed Ordinance No. 2017-19
2. Advertisement - Lake Worth Herald - August 24, 2017 and August 31, 2017

## **ORDINANCE NO. 2017-19**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION II "RECREATIONAL VEHICLES, COMMERCIAL VEHICLES AND SIMILAR VEHICLES", SECTION 34-913 "PARKING IN ALL RESIDENTIAL LAND USE DISTRICTS; CERTAIN PARKING PROHIBITED", TO PROVIDE FOR GREATER REGULATIONS REGARDING THE PARKING OF CERTAIN COMMERCIAL VEHICLES IN RESIDENTIAL LAND USE DISTRICTS; AMENDING SECTION 34-916 "PARKING COMMERCIAL VEHICLES ON COMMERCIAL PROPERTY", TO CLARIFY THE REGULATIONS REGARDING THE USE OF COMMERCIAL VEHICLES AS STORAGE SPACE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, this proposed ordinance modifies the current code by only allowing certain commercial vehicles the ability to park in residentially zoned districts for limited time periods and restricts the use of commercial vehicles as storage space; and

**WHEREAS**, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the Village to adopt this ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:**

**Section 1.** The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

**Section 2.** Chapter 34 "Land Development", Article VI "Land Use", Division 7 "Supplemental District Regulations", Subdivision II "Recreational Vehicles, Commercial Vehicles and Similar Vehicles", Section 34-913 "Parking in all residential land use districts; certain parking prohibited" is hereby amended as follows:

**Sec. 34-913. - Parking in all residential land use districts; certain parking prohibited.**

(a) All vehicles permitted to be parked on any residential premises, as provided in this section, must be primarily operated by a resident of the premises or a guest, or business invitee of the said resident.

(b) The following vehicles shall not be parked overnight in any residential land use district except for the purpose of loading or unloading materials or persons engaged in providing a commercial service at the premises or for the purpose of the driver to make a temporary convenience stop at the residence (a temporary convenience stop shall be limited to no more than one hour in any 24-hour period and shall not be between the hours of 11:00 p.m. and 7:00 a.m.):

- (1) Tractor trailers, and semi-trailer trucks;
- (2) Tow trucks, wreckers or flat bed vehicle carriers;
- (3) Commercial buses, school buses, or vans accommodating more than 16 passengers;
- (4) Dump trucks;
- (5) Construction equipment and vehicles, whether self-propelled or towed, including farm tractors, backhoes, front-end loaders, cranes, cement mixers, pitch buckets or similar items;
- (6) Step vans and panel trucks, and any vehicle used for the commercial sale of food or beverages;
- (7) More than one three, in total, of any taxi, car service vehicle, or limousine, but not including or stretch limousines on a single family residential lot provided the allowable vehicles are able to be parked on a paved surface and not obstructing any sidewalk or extending into any swale or public right-of-way areas;
- ~~(8) Stretch limousines;~~
- ~~(98) Boom or bucket trucks;~~
- ~~(109) Swamp buggies and half-tracks;~~
- ~~(110) Any vehicle that exceeds the roof height of the principal building on the lot.~~

(c) No mobile unit shall be parked or stored on private property within the village, unless provided for in a properly approved site plan.

**Section 3.** Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental District Regulations”, Subdivision II “Recreational Vehicles, Commercial Vehicles and Similar Vehicles”, Section 34-916 “Parking commercial vehicles on commercial property” is hereby amended as follows:

Sec. 34-916. - Parking commercial vehicles on commercial property.

It shall be unlawful for any owner, operator, or person having custody of any commercial vehicle to park or store ~~such~~ the vehicle ~~such as, but not limited to:~~

- (1) Tractor trailers, and semi-trailer trucks;
- (2) Tow trucks, wreckers or flatbed vehicle carriers;

(3) Commercial buses, school buses, or vans accommodating more than 16 passengers;

(4) Dump trucks;

(5) Construction equipment and vehicles, whether self-propelled or towed, including farm tractors, backhoes, front-end loaders, cranes, cement mixers, pitch buckets or similar items;

(6) Step vans and panel trucks, and any vehicle used for the commercial sale of food or beverages;

(7) More than three, in total, of any taxi, car service vehicle, limousine, or stretch limousine provided the allowable vehicles are able to be parked on a paved surface and not obstructing any sidewalk or extending into any swale areas;

(8) Boom or bucket trucks;

(9) Swamp buggies and half-tracks;

on commercially zoned property for more than two hours unless the vehicle has business with an on-site business, such as loading or delivering goods, and then only with the express permission of the property owner and within an area nonobstructive to other vehicles using the site and not obstructing designated parking spaces. In no case shall a refrigeration truck be allowed to operate on commercially zoned property before 7:00 a.m. or after 11:00 p.m. nor shall a commercial vehicle be used primarily as storage space.

**Section 4. Codification.** The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

**Section 5. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 6. Severability.** If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

**Section 7. Effective Date.** This Ordinance shall become effective immediately upon adoption.

Council Member \_\_\_\_\_, offered the foregoing Ordinance,

and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAWN MARIE COX, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the \_\_\_\_ day of \_\_\_\_\_, 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY

## **NOTICE OF PUBLIC HEARING**

The Village of Palm Springs proposes to adopt:

Public Hearings on the proposed ordinance will be held in Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following dates:

Regular Council Meeting, Thursday, September 14, 2017 at 6:30 PM  
Regular Council Meeting, Thursday, September 28, 2017 at 6:30 PM

### **ORDINANCE NO. 2017-19**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION II "RECREATIONAL VEHICLES, COMMERCIAL VEHICLES AND SIMILAR VEHICLES", SECTION 34-913 "PARKING IN ALL RESIDENTIAL LAND USE DISTRICTS; CERTAIN PARKING PROHIBITED", TO PROVIDE FOR GREATER REGULATIONS REGARDING THE PARKING OF CERTAIN COMMERCIAL VEHICLES IN RESIDENTIAL LAND USE DISTRICTS; AMENDING SECTION 34-916 "PARKING COMMERCIAL VEHICLES ON COMMERCIAL PROPERTY", TO CLARIFY THE REGULATIONS REGARDING THE USE OF COMMERCIAL VEHICLES AS STORAGE SPACE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

The ordinances and/or resolutions in their entirety may be inspected at the Office of the Village Clerk Monday through Friday between 8:00 AM and 5:00 PM. All interested parties may appear at the meeting and be heard with respect to the proposed ordinance at the public hearing.

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

Kimberly M. Wynn, Village Clerk

PUBLISH: August 24, 2017 and August 31, 2017 – Lake Worth Herald



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Land Development

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**ITEM #17:** Resolution No. 2017-38 - Hours of Operation Variance (PSV17-20) - FSR Trucking Inc. - 2949 2nd Avenue North

**SUMMARY:** Mr. Frederick Riceputo, President of FSR Trucking, Inc., contract purchaser, is requesting a variance (PSV17-20) from the Village Code to operate a 24-hour operation on the former Southern Wine & Spirits property located at 2949 2nd Avenue North. FSR Trucking is a local, family owned company that hauls mail for the United States Postal Service. Mr. Riceputo is proposing to relocate the corporate office from West Palm Beach to Palm Springs. FRS Trucking employs approximately 10 staff members.

**Note:** The previously approved special exception has remained valid for this property as the previous business, Southern Wine & Spirits, vacated the property in April 2017. Under the Village's current code, special exception uses expire twelve (12) months after closure of the business utilizing the special exception. Thus, the special exception approval would remain on this site until approximately April 2018 if the special exception is not utilized.

The applicant is requesting approval to deviate from Section 34-891(1), "Hours of Operation and Hours of Construction Activity," which specifies that no commercial activity shall occur before 7:00 a.m. or after 11:00 p.m. The business'  $\pm 15$  delivery trucks (semi-trucks and trailers) will be parked on the Property when not in use. During all shifts (day and night), employees will be operating empty tractor trailers from the property. The trucks will be loaded at a local post office and will transport the mail to another location. The proposed location will not be used for storage and/or distribution services. The corporate offices will only be open during normal business hours - 7 a.m. to 11 p.m. - and minor repair services of company trucks will be completed during these hours. The requested variance pertains only to the ingress and egress of empty commercial vehicles.

The proposed property was approved by the Village as a special exception to be utilized for distribution and warehouse uses (Resolution 2007-59 - August 23, 2007). Currently, these types of uses under the Village's Code are only permitted within Industrial land use district. The proposed time extension variance would be consistent with other 24-hour uses, however, not all of the current uses have been approved for deliveries after normal business hours. If approved, staff recommends that the variance be conditioned with the installation of significant landscaping to buffer the perimeter of the property as well as the installation of LED lighting and security cameras for safety of the night shift employees (see attached recommended conditions of approval). It is recommended that these conditions be included within an administrative landscape plan that would be approved by the Land



Development Director.

The proposed hours of operation variance was not considered by the Land Development Board as Village Code (Sec. 34-891) provides that these types of variances are approved by Council.

Based on the surrounding characteristics, staff does not find that the requested changes will negatively impact the area or be detrimental to the public welfare.

**FISCAL IMPACT:**

The proposed request does not have a fiscal impact to the Village.

**ATTACHMENTS:**

1. Proposed Resolution No. 2017-38
2. Staff Report - Exhibit A
3. Applicant's Justification Statement(s)
4. Site Photographs
5. Aerial and Location Maps
6. Sec. 34-891 - Hours of Operation and Hours of Construction Activity - Land Development
7. Advertisement - Lake Worth Herald - August 24, 2017

## **RESOLUTION NO. 2017-38**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION SUBMITTED BY MR. FREDERICK RICEPUTO, PRESIDENT OF FSR TRUCKING, INC., (“APPLICANT”) AS CONTRACT PURCHASER., IS REQUESTING A VARIANCE (PSV17-20) FROM SECTION 34-891(1), “HOURS OF OPERATION AND HOURS OF CONSTRUCTION ACTIVITY”, OF THE VILLAGE CODE OF ORDINANCES TO OPERATE A 24-HOUR OPERATION ON THE FORMER SOUTHERN WINE & SPIRITS PROPERTY LOCATED AT 2949 2ND AVENUE NORTH; PROVIDING AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, an application has been submitted by Mr. Frederick Riceputo, President of FSR Trucking, Inc., as contract purchaser, (“Applicant”) for a variance (PSV17-20) from Section 34-891(1) of the Village Code to operate a 24-hour operation on the former Southern Wine & Spirits property located at 2949 2<sup>nd</sup> Avenue North. FSR Trucking is a local family owned company that hauls mail for the United States Postal Service; and

**WHEREAS**, the recommendation of Land Development Board to approve this application, subject to staff report conditions, has been forwarded to the Village Council for final consideration; and

**WHEREAS**, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:**

**Section 1.** The Village Council, having received and considered the request of Mr. Frederick Riceputo, President of FSR Trucking, Inc., for a variance (PSV17-20) from Section 34-891(1) of the Village Code to allow operating a 24-hour operation on the former Southern Wine & Spirits property located at 2949 2<sup>nd</sup> Avenue North. The business' ±15 delivery trucks (semi trucks and trailers) will be parked on the property when not in use. Employees on the night shift will come and go from the property on their nightly routes. The operation does not include storage or

distribution services from the property. The corporate offices will only be open during normal business hours. Minor repair of the company trucks will also only occur during normal business hours. The requested variance pertains only to the ingress and egress of empty commercial vehicles. Staff recommends that the variance be conditioned on installation of landscaping to buffer the perimeter of the property, and installation of LED lighting and security cameras for safety of the night shift employees. The Village Council hereby finds that the Applicant **(has/has not)** met the criteria required to permit a variance, and hereby **(approves/denies)** the said application as proposed with the staff report conditions attached hereto as **Exhibit "A"**, and which is incorporated herein by reference.

a. Notwithstanding any exceptions, conditions or other approvals or denials granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

**Section 2.** This Resolution shall take effect immediately upon adoption.

Council Member \_\_\_\_\_ offered the foregoing resolution. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAWN MARIE COX, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of September, 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

\_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



## LAND DEVELOPMENT STAFF REPORT

**SUBJECT:** Variance from Section 34-891(1), Hours of Operation, to allow twenty-four hours a day operation at 2949 2<sup>nd</sup> Avenue North- FSR Trucking, Inc.

| Application Summary                                                                                        |                                                                                                                                                                                                                                                                                                |                                          |                              |                                          |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------|------------------------------------------|
| <b>Applicant</b>                                                                                           | FSR Trucking, Inc.                                                                                                                                                                                                                                                                             |                                          | <b>Submittal Date</b>        | 8-04-2017                                |
| <b>Reference Name</b>                                                                                      | FSR Trucking, Inc.                                                                                                                                                                                                                                                                             |                                          | <b>Case Number</b>           | PSV 17-20                                |
| <b>Location</b>                                                                                            | 2949 2 <sup>nd</sup> Avenue North                                                                                                                                                                                                                                                              |                                          | <b>Site Area</b>             | 1.2 acres                                |
| <b>Council Meeting</b>                                                                                     | September 14, 2017                                                                                                                                                                                                                                                                             |                                          | <b>Parcel Control Number</b> | 70-43-44-20-01-103-0010                  |
| Requests                                                                                                   |                                                                                                                                                                                                                                                                                                |                                          |                              |                                          |
| <b>Variance</b>                                                                                            | The applicant is requesting a Variance from Section 34-891(1) of the Code of Ordinance to allow a family owned company that hauls mail for the United States Postal Services, to operate twenty-four hours a days, seven days a week. Code prohibits business operations between 11PM and 7AM. |                                          |                              |                                          |
| Site Characteristics                                                                                       |                                                                                                                                                                                                                                                                                                |                                          |                              |                                          |
| <b>Previous Use</b>                                                                                        | Wine distribution business                                                                                                                                                                                                                                                                     |                                          | <b>Proposed use</b>          | Corporate office                         |
| <b>Zoning</b>                                                                                              | Commercial General, CG                                                                                                                                                                                                                                                                         |                                          | <b>Future Land Use</b>       | Commercial                               |
| Surrounding Existing Land Use, Future Land Use, and Zoning                                                 |                                                                                                                                                                                                                                                                                                |                                          |                              |                                          |
| <b>Direction</b>                                                                                           | <b>Existing Use</b>                                                                                                                                                                                                                                                                            | <b>Future Land Use</b>                   |                              | <b>Zoning District</b>                   |
| North                                                                                                      | Burger King (fast food restaurant)                                                                                                                                                                                                                                                             | Commercial                               |                              | Commercial General (CG)                  |
| South                                                                                                      | WAWA                                                                                                                                                                                                                                                                                           | Commercial                               |                              | Commercial General (CG)                  |
| East                                                                                                       | Residential property & Commercial use                                                                                                                                                                                                                                                          | Unknown Unincorporated Palm Beach County |                              | Unknown Unincorporated Palm Beach County |
| West                                                                                                       | Empty lot & Commercial plaza                                                                                                                                                                                                                                                                   | Commercial                               |                              | Commercial General (CG)                  |
| Recommendation                                                                                             |                                                                                                                                                                                                                                                                                                |                                          |                              |                                          |
| Land Development Staff conditional recommends approval based on compatibility with surrounding properties. |                                                                                                                                                                                                                                                                                                |                                          |                              |                                          |



## I Site History

- Ordinance 2004-38: Annexation.  
The property was voluntarily annexed into the Village of Palm Springs in August 2004, and designated with the Land Development as Commercial General (CG) zoning districts and Future Land Use Commercial.
- Resolution 2007-59: Special Exception Use.  
On August 2007, the Village Council approved the Special Exception Use (PSSE 07-07) to allow the operations of a wine storage and distribution business at the property. The business was occupying the property until this year (2017).

## II Neighborhood Compatibility

- The subject property's Zoning and Future Land Use designation are Commercial General (CG) and Commercial, respectively. The proposed variance to allow twenty four hours operation a day is generally compatible with surrounding properties.

### III Variance requested

- The subject property is located on the North side of 2<sup>nd</sup> Avenue North, East of South Congress Avenue. The new WAWA gas station is located immediately on the South side of 2<sup>nd</sup> Avenue North. The hours of operation are regulated under Section 34-891 of the Village Land Development Regulations which specifies that no commercial activity shall commence business prior to 7:00 a.m. nor continue such activities later than 11:00 p.m.; the applicant is requesting a variance to operate 24-hours a day, seven days a week.
- Staff notes that noted that other uses in the area have extended hours of operation:

|                                                      |                      |
|------------------------------------------------------|----------------------|
| Burger King (abutting on the North side)             | 24 hours             |
| Taco Bell (Congress Ave)                             | open until 2:00 a.m. |
| RaceTrac (SW corner of Congress Ave & Lake Worth Rd) | 24 hours             |
| WAWA (across 2 <sup>nd</sup> Ave N)                  | 24 hours             |
| McDonalds (Congress Ave)                             | 24 hours             |

### IV Recommendation

- The applicant, FSR Trucking, Inc., is requesting a Variance from the Village Code to operate twenty-four (24) hours on the former Southern Wine & Spirits property. FSR Trucking is a local, family owned company that hauls mail for the United States Postal Services. They propose to relocate the corporate office, which has approximately 10 employees. The proposed business has approximately fifteen (15) trucks and trailers which will be parked on the property when not in use. Employees on the night shift will come and go from the property on their nightly routes. The operation does not include storage or distribution services from the property. The corporate office will only be open during normal business hours. Minor repair of the company trucks, as an accessory use, will also only occur during normal business hours. The requested variance pertains only to the ingress and egress of empty commercial vehicles.

Land Development Staff has conducted a review of the application, and found the proposed Variance is comparable with surrounding businesses that have same extended hours of operation. Granting the variance requested will not confer on the applicant any special privilege and would not deprive the applicant of rights commonly enjoyed by other businesses/properties in the same land development district. The proposed 24-hours operations will be in harmony with the general intent and purpose of the variance requested and will not be injurious to the area involved or otherwise detrimental to the public welfare.

Land Development Staff recommends conditional approval of the Hours of Operations Variance subject to the following ten (10) conditions below:

1. Parking of trucks and trailers is ancillary to the office use, the principal use, and shall not occur independent of the principal use. Minor repair of trucks is ancillary to the office use, and shall be wholly contained within the building, and shall not generate noise or vibrations that extend outside of the building.



2. Perimeter landscaped buffer shall be installed according to Village's Land Development Regulations prior to **occupancy of the building**. (Landscape permit is required.)
3. Installation of LED lighting and security cameras for safety of the night shift employees shall be installed **prior to occupancy of the building**.
4. The existing chain link perimeter fence is nonconforming and shall be replaced with decorative fence and gate along the property perimeters visible from a public road, **within one year from the date of variance approval**.
5. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
6. All trees shall be 12' in height at time of planting and shrubs shall be a minimum of 30" at time of planting, landscape plans shall be provided to show compliance with Code minimum planting requirements.
7. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
8. Permits are required from the Land Development Department prior to commencing any construction or renovation.
9. A Business License shall be obtained with the Village **prior to occupancy**.
10. The variance shall be implemented within one year, as evidenced by the issuance of a business license and occupancy of the premises.

August 4, 2017

Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

RE: FSR Trucking, Inc.  
Hours of Operation Variance Request Narrative

The purpose of this narrative is to supplement the Village of Palm Springs Land Development Department Unified Development Application to request a variance from Code Section 34-891 which limits the time for commercial use business activities to the hours of 7:00 a.m. to 11:00 p.m. and limits outside delivery to such commercial activities to the hours of 8:00 a.m. to 9:00 p.m. The request is to allow for 24-hour operation of the site, including deliveries.

FSR Trucking is a local, family owned company that hauls mail for the United States Postal Service on regularly scheduled routes and times. This site will become its corporate office with roughly 10 employees and used to park their tractors and trailers. There will be light maintenance performed during normal business hours on the company's own fleet, no 3<sup>rd</sup> party services. There will be no distribution services on site. All trailers will be empty upon entering and leaving the site and no product is stored on site. The drivers will enter the secure gates and park their vehicles for their shift. The tractors and trailers will leave the site empty and will head to the Post Office at Summit and Congress to be loaded and delivered to the appropriate Post Office on the drivers shift/route and the tractors and trailers will return to the site, to be parked, empty.

The property sits on 1.2 acres of land on the north side of 2nd Ave just east of Congress in Palm Springs. The parcel is zoned CG - Commercial General and there is an 8,232sf warehouse on the property. The warehouse is currently vacant as the previous tenant, Southern Wine & Spirits vacated the property over 4 months ago. The area surround the parcel is primarily commercial businesses such as; Burger King, McDonald's, Jon Smith Subs, Liquor Store, Dunkin Donuts, WAWA, RaceTrac, Budget Truck Rental and more.

Chapter 34, Section 34-603 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(f)(I) of the Code. The statement must include comments on each of the following individually:

- a) That special condition and circumstances exist which are peculiar to the lane, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.

**Response: 24-hour operation is typical of many surrounding businesses. Tractors and trailers will be parked on site during their nightly shifts and enter and leave as needed. No other operations will take place in off hours. All corporate office and other operations will take place during normal hours.**

- b) The the special condition and circumstances do not result from the actions of the applicant.

**Response: Not applicable.**

- c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.

**Response: Variances for 24-hour operation for similar sites with much more usage and traffic located nearby have been granted by The Village of Palm Springs and therefor would not consider a special privilege for this particular development.**

- d) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of the chapter and would work unnecessary and undue hardship on the applicant.

**Response: Variances for 24-hour operation for similar sites with much more usage and traffic located nearby have been granted by The Village of Palm Springs, therefore the denial of this request would impose an undue hardship.**

- e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

**Response: This is the minimum variance possible to allow the tractors and trailers to come and go during their nightly routes/shifts. No other operations will take place during the hours of this variance, only tractor trailer parking.**

- f) That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

**Response: The granting of this variance will be in harmony with previous requests to the Village to allow for 24-hour operation.**

- g) That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

**Response: The site is located within an existing commercial zoning surrounded by other businesses with 24-hours of operation adjacent to a major roadway network and therefore is buffered by similar uses. Additionally, the new owners will enhance the property, building and land improvements such as LED lighting, security cameras and landscaping throughout to minimize any potential impacts to the public during the off hours. Therefore, the granting of this variance will not be detrimental to the public welfare.**

Sincerely,



Frederick Riceputo  
President  
FSR Trucking, Inc.

**SECTION 1-PROJECT INFORMATION:**Project Name: FSR Trucking, Inc.Project Address: 2949 2<sup>nd</sup> Ave. Palm Springs, FL 33461Location of Property: The subject property is located approximately .01 mile(s) N, S, (E) W (circle one) from the intersection of 2<sup>nd</sup> AVE & CONGRESS AVE, on the (N), S, E, W (circle one) side of 2<sup>nd</sup> AVE (street).Shopping Center / Office Building: WAREHOUSE & PARKING LOTAcreage of Property: 1.2 ACRES Building Square Feet: 8,232 SF

Density or FAR: \_\_\_\_\_ Plat Name: \_\_\_\_\_

PCN Number(s): 70-43-44-20-01-103-0010Dimensions of Property: 53,801 SF

Legal Description: (or attach separate sheet)

MORREL LAND CO SUB E 1/2 OF TR 103 (LESS N 30 FT)

Property History, if applicable: Describe previous applications on property (Approved Variances, Special Exception, Site Plan, etc...) Include previous application numbers and any conditions of approval.

| Application #               | Request                                  | Action   | Resolution / Ordinance # | Approval Date |
|-----------------------------|------------------------------------------|----------|--------------------------|---------------|
| PSEE07-07                   | SPECIAL EXCEPTION ON DISTRIBUTION CENTER | APPROVED | 2007-59                  | 8/23/07       |
| L → SOUTHERN WINE & SPIRITS |                                          |          |                          |               |
|                             |                                          |          |                          |               |
|                             |                                          |          |                          |               |
|                             |                                          |          |                          |               |

**SECTION 2 - APPLICANT / OWNER / AGENT INFORMATION**

Owner's Name: ASHBOURNE, LLC

Owner's Address: 13717 E. CITRUS DR. LOXAHATCHEE, FL 33470

Owner's Email Address: Not Applicable

Owner's Phone: 561-798-5567 Owner's Fax: 561-791-9527

Applicant, if different than Owner: FSR TRUCKING, INC.

Agent: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

Agent's Email Address: \_\_\_\_\_

Agent's Phone: \_\_\_\_\_ Agent's Fax: \_\_\_\_\_

*All correspondence will be sent directly to agent unless otherwise instructed.*

**SECTION 3- LAND USE AND ZONING INFORMATION:**

| EXISTING                                 | PROPOSED           |
|------------------------------------------|--------------------|
| Zoning: <u>CG - COMMERCIAL GENERAL</u>   | Zoning: <u>"</u>   |
| Land Use: <u>4800 - WAREHOUSE / DIST</u> | Land Use: <u>"</u> |
| Use: <u>OFFICE</u>                       | Use: <u>"</u>      |
| Plat: _____                              | Plat: _____        |

**ADJACENT LAND USE / ZONING / USE(S)**

North: 2200 - RESTAURANT, DRIVE IN

South: 1000 - VACANT COMMERCIAL (WAWA)

East: 4900 - OPEN STORAGE

West: 1000 - VACANT COMMERCIAL

**SECTION 4 - DESCRIPTION OF PROJECT** (attach additional pages if necessary)  
Including compliance with zoning standards and supplemental regulations

- Corporate office for Logistics Business
- Parking for Tractor / Trailers (Domicile Location) (15)
- No warehouse / distribution
- Minor Repairs on FSR Equipment Only

\*

**SECTION 8 – VARIANCE ONLY**

**(Administrative / Standard / Hours of Operation / Sign)**

Related Applications LAND DEVELOPMENT DEPARTMENT ~~LAND~~

Code Section: ~~34-603~~ 34-603 (F)(I)

Required: 34-891

Request: HOURS OF OPERATION VARIANCE

Details of Variance Request or Appeal:

HOURS OF OPERATION VARIANCE SO  
TRACTORS & TRAILERS (EMPTY) MAY  
LEAVE AND RETURN (EMPTY) FROM THEIR  
REGULARLY SCHEDULED ROUTES DURING  
OFF HOURS.

ATTACH NARRATIVE AS ADDITIONAL PAGE(s)

Chapter 34, Section 34-603 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(f)(1) of the Code. The statement must include comments on each of the following individually:

- a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.
- b. That the special conditions and circumstances do not result from the actions of the applicant.
- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.
- d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.
- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.
- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.





2949 2nd Ave N

807

© 2016 Google





Belle Vue Ave















# Village of Palm Springs

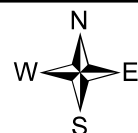
FSR at 2949 2nd Avenue N



2949 2nd Ave N

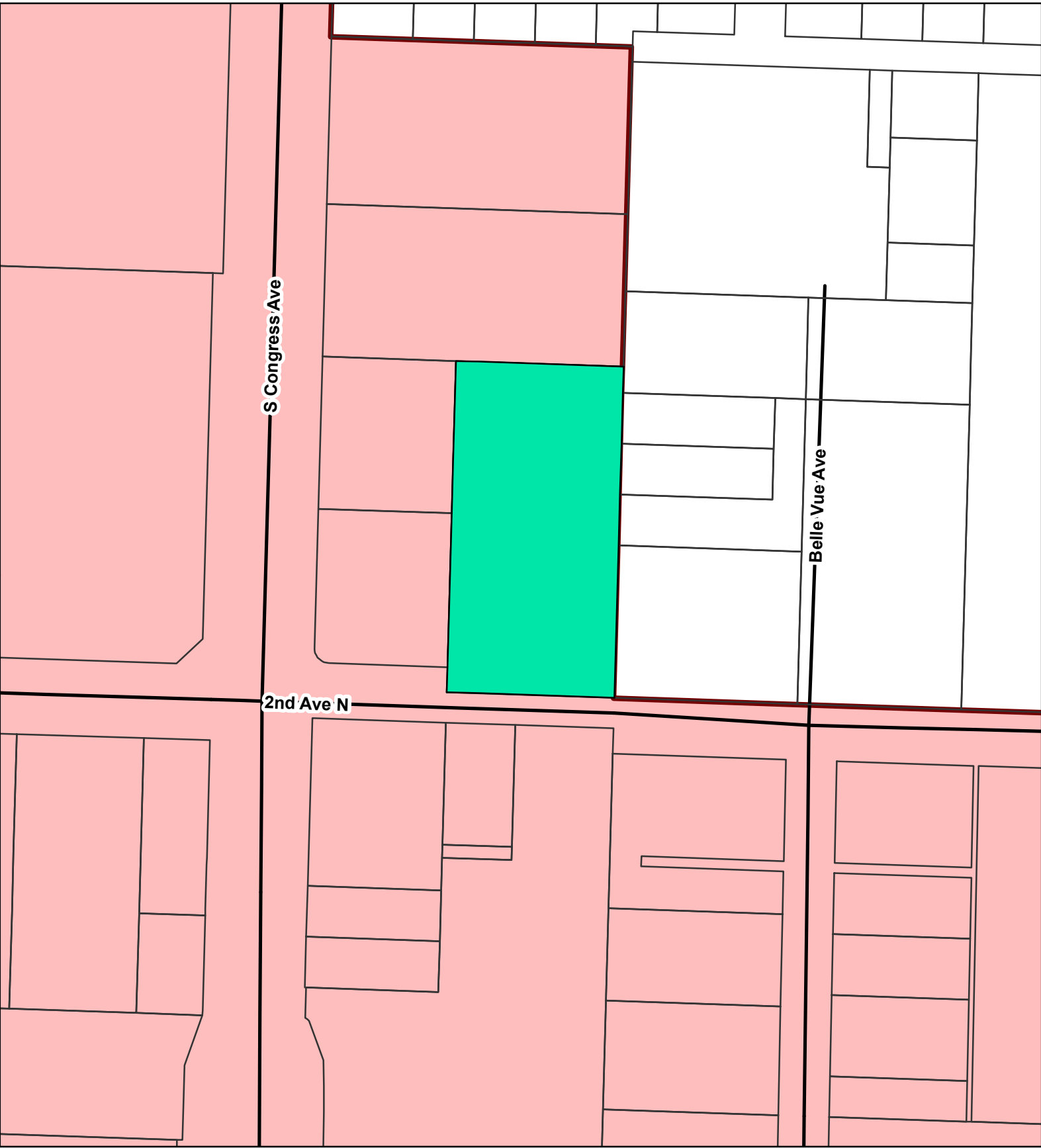
0 75 150 300 Feet

Date: 8/21/2017



# Village of Palm Springs

FSR at 2949 2nd Avenue N



2949 2nd Ave N



Village Limits

0 75 150 300 Feet

Date: 8/21/2017





Sec. 34-891. - Hours of operation and hours of construction activity.

The following shall apply to hours of operation and hours of construction activity:

- (1) No commercial use shall commence business activities prior to 7:00 a.m., nor continue such activities later than 11:00 p.m. Outside delivery to such commercial activities shall not commence prior to 8:00 a.m. or continue later than 9:00 p.m.
- (2) Any commercial business activity desiring to operate prior to 7:00 a.m. or later than 11:00 p.m. may apply in writing for a hearing before the village council, setting forth the desired hours of operation and the reasons for deviations from the provisions of subsection (1) of this section. **The village council, in its discretion, may vary the hours from those set forth in subsection (1) of this section.**
- (3) Such restrictions shall not apply to lounges, bars, package stores, restaurants or clubs in which alcoholic beverages are served. The hours of operation for such establishments shall be as set forth in section 14-61.
- (4) No construction activity shall commence prior to 7:00 a.m., nor continue later than 6:00 p.m. Monday through Friday. Saturdays no construction activity shall commence prior to 9:00 a.m., nor continue later than 5:00 p.m. No construction activity shall occur on Sundays. The land development director, at his or her discretion, may vary these hours upon written request which sets forth the desired hours of construction activity and the reasons for the requested deviation.

(Code 1994, § 30-612; Ord. No. 2009-21, § 2, 12-12-2009; Ord. No. 2013-07, § 2, 3-14-2013)

**PUBLIC HEARING NOTICE**  
**Village of Palm Springs**

Notice is hereby given that public hearings will be held on:

**Thursday, September 14, 2017 at 6:30 p.m. by the Palm Springs Village Council**  
in the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs  
to consider:

**Variance from Code for Hours of Operation**

An application submitted by FSR Trucking, Inc. ("Applicant") for a Variance (**PSV17-20**) from Section 34-891(1) of the Code of Ordinance to allow the proposed business located at 2949 2<sup>nd</sup> Avenue North, which hauls mail for the United States Postal Service, to operate twenty-four (24) hours a day, seven (7) days per week.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office.

If a person decides to appeal any decision made by the above Board with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

Kimberly M. Wynn, Village Clerk  
VILLAGE OF PALM SPRINGS, FLORIDA  
Publish: Lake Worth Herald  
August 24, 2017



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Finance

---

**ITEM #18:** Ordinance No. 2017-21 - Village Code Amendment - Chapter 58 - Purchasing Code - Approved Construction Project Time Extensions

**SUMMARY:** Village staff is recommending an amendment to the Village's "Purchasing Code" (Chapter 58-17 - Contracting authority in general.) to provide for time extensions (up to 90 days) for approved construction projects to be permitted by the Village Manager to prevent project completion delays (i.e., weather conditions, etc.). The Village's current procurement code requires a Change Order for a time extension to be approved by the Village Council which may create a delay in completing projects.

Recently, approved construction projects have been delayed by weather conditions resulting in the need for a time extension by the Village Council in order to complete the project per the existing contract. In an effort to complete these projects without further delay, staff is recommending an amendment to the Code to allow the Village Manager to extend the term of a contract for a period of up to 90 days as long as the extension does not exceed 50% of the original term of the contract. Any extensions that would exceed 90 days or 50% of the original term would still be required to be approved by the Village Council.

The proposed purchasing code amendment was prepared by the Village Attorney and reviewed by the Finance Director.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on September 28, 2017.

**FISCAL IMPACT:**

The proposed ordinance does not have a fiscal impact to the Village.

**ATTACHMENTS:**

1. Proposed Ordinance No. 2017-21
2. Advertisement - Lake Worth Herald - September 7, 2017

## **ORDINANCE NO. 2017-21**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 58, "PURCHASING CODE", SECTION 58-17, "CONTRACTING AUTHORITY IN GENERAL," TO ALLOW THE VILLAGE MANAGER OR COUNCIL TO GRANT CONTRACT EXTENSIONS BASED ON THE BEST INTEREST OF THE VILLAGE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, this proposed ordinance modifies the purchasing code to allow the Village Manager or Council to grant contract extensions when deemed in the best interest of the Village; and

**WHEREAS**, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the Village to adopt this ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:**

**Section 1.** The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

**Section 2.** Chapter 58 "Purchasing Code", Section 58-17 "Contracting authority in general" is hereby amended as follows:

### **Sec. 58-17. - Contracting authority in general.**

(a) The Village may execute a purchasing contract/purchase order with any person or entity selected in accordance with this purchasing code.

(b) No Village contract, or any contract change order, may be enforced against the Village unless the contract or change order is in writing, and duly executed by the Village in accordance with this purchasing code.

(c) Contract change orders: Every contract amendment, addendum, modification, change order, or contract price or term adjustment ("change order") shall be subject to prior approval by the Village Manager or Council as follows:

(1) The Village Manager may approve a change order if the cumulative change order amount does not exceed \$25,000.00; provided that, the change order amount is available to the user department. Once the cumulative change order amount exceeds the Village Manager approval threshold as stated herein, all future change order(s) must be approved by the council.

(2) Council approval of a change order is required if the cumulative amount of the change order (including any prior change order(s) approved by the Village Manager) is more than \$25,000.00 over the approved contract award value.

(3) Any change order that will require a formal budget amendment or budget transfer may not be approved until the budget amendment/transfer has been approved by the Council.

(4) The Village Manager may extend the term of a contract for a period not to exceed 90 days, however, in no event may an extension exceed 50% of the original term of the contract. Any extensions required that exceed 90 days or 50% of the original term must be approved by the Village Council. Any extensions granted must be based on the best interest of the Village.

**Section 3. Codification.** The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

**Section 4. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 5. Severability.** If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

**Section 6.** **Effective Date.** This Ordinance shall become effective immediately upon adoption.

Council Member \_\_\_\_\_, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAWN MARIE COX, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



## **NOTICE OF PUBLIC HEARING**

The Village of Palm Springs proposes to adopt:

Public Hearings on the proposed ordinance will be held in Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following dates:

Regular Council Meeting, Thursday, September 14, 2017 at 6:30 PM  
Regular Council Meeting, Thursday, September 28, 2017 at 6:30 PM

### **ORDINANCE NO. 2017-21**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 58, "PURCHASING CODE", SECTION 58-17, "CONTRACTING AUTHORITY IN GENERAL", TO ALLOW THE VILLAGE MANAGER OR COUNCIL TO GRANT CONTRACT EXTENSIONS BASED ON THE BEST INTEREST OF THE VILLAGE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

The ordinances and/or resolutions in their entirety may be inspected at the Village Clerk's office Monday through Friday between 8:00 AM and 5:00 PM. All interested parties may appear at the meeting and be heard with respect to the proposed ordinance at the public hearing.

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 days prior to the meeting in order to request such assistance.

Kimberly M. Wynn, Village Clerk  
PUBLISH: September 7, 2017 – Lake Worth Herald



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Public Service

---

**ITEM #19:** Ordinance No. 2017-22 - Village Code Amendment - Chapter 78 - Utilities - Schedule of Fees - Readiness to Serve Charge & Hydrant (Construction) Meter Fee

**SUMMARY:** The Public Service Department is recommending amendments to the Village Code (Chapter 78 - Utilities) to change the basis of determining the Readiness to Serve Charge of providing utilities (water/wastewater) for commercial customers and to add a fee for hydrant meters. The intent of this code amendment is to be more equitable and business-friendly.

### **Section 78-1. Schedule of Fees - Monthly readiness to serve charge:**

Currently, the Village applies a Readiness to Serve Charge (water/wastewater) for commercial customers based on the total number of units within a commercial building. This method creates an unusually high cost for businesses within our community and, from reviewing our records, has not been applied properly within our commercial utility billing. In an effort to resolve this issue and make it more fair and equitable for businesses within the Village, staff is recommending that our Readiness to Serve Charge be based on the meter size that is utilized to provide utilities to a property. This will ultimately make it more affordable for small businesses within our community.

Note: Staff completed a survey with a number of municipalities (see attached) within PBC and found that the Village's current method - charging commercial customers a readiness to serve fee based on the total number of units within a property - is not utilized as it does not accurately represent the water demand that a community would need to be ready to provide as well as the potential sewage volume that would be required to be collected from a property. Further, this method is utilized to provide a more fair and equitable method to charging this fee.

The Public Service Director has determined that, if implemented, this new method for charging a readiness to serve fee would essentially be cost neutral to the Village's utility system. This is a result of more fairly charging all utility customers throughout our system a fee amount that better reflects their potential demand on our system.

### **Section 78-1. Schedule of Fees - Hydrant meter connection fees:**

The Village's code does not provide for a fee for hydrant meters which are typically used within a construction site before permanent water service is established. These types of meters, also known

as construction meters, enable a construction project to utilize Village water within the construction process. These meters measure the amount of water that is utilized for accurate billing purposes. Currently, the Village charges a \$500 deposit when a contractor picks up a hydrant meter. Upon the return of the meter, the Village returns the deposit to the contractor (minus any water consumption charges). Although this deposit has been a practice of the Village, it is not currently authorized within the Village Code or within the Village's fee schedule.

Note: Maintaining a significant deposit provides assurance that the Village's meter will be returned to the Village in a timely manner.

Staff is recommending the following hydrant meter fees be established:

- \$500 deposit for meters smaller than 2"
- \$1,000 deposit for larger than 2" meters
- \$50 meter set charge
- Monthly Readiness to Serve Charge based on meter size plus the commercial rate for all water (gallons) used
- One-year limit on the amount of time a customer can use a hydrant meter

The proposed ordinance was prepared by the Village Attorney and reviewed by the Public Service Director, Assistant Public Service Director/Engineer and Finance Director.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on September 28, 2017.

#### **FISCAL IMPACT:**

The proposed ordinance would result in some reduction in revenues with an overall insignificant fiscal impact to the Village.

#### **ATTACHMENTS:**

1. Proposed Ordinance No. 2017-22
2. Commercial Water and Sewer Rate Comparison FY - 2017 Projected
3. Commercial Water Charge Comparison
4. Commercial Sewer Charge Comparison
5. Comparison of Unit Based Versus Meter Based - Readiness to Serve Charge
6. Hydrant Meter Charge Comparison
7. Advertisement - Lake Worth Herald - August 31 and September 7, 2017

**ORDINANCE NO. 2017-22**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78 “UTILITIES”, ARTICLE I “IN GENERAL”, SECTION 78-1 “SCHEDULE OF FEES”, IN ORDER TO CHANGE THE BASIS FOR THE READINESS TO SERVE CHARGE TO COMMERCIAL CUSTOMERS FROM THE NUMBER OF UNITS TO METER SIZE AND TO CODIFY CHARGES FOR HYDRANT METERS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, The Village currently charges commercial utility customers a readiness to serve charge based on the number of separate business units in a commercial building; and

**WHEREAS**, The size of the water meter serving a commercial building is a much more accurate measure of the potential demand on the Village’s utility system than the number of business units; and

**WHEREAS**, there is a need from time to time to provide construction sites with a hydrant meter to supply the site with water during construction, and the Village Code does not currently include charges for hydrant meters.

**NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:**

**Section 1.** The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

**Section 2.** That Chapter 78 “Utilities”, Article I “In General”, Section 78-1, “Schedule of Fees”, of the Code of Ordinances of the Village of Palm Springs, Florida, shall hereby be amended to read as follows:

\*\*\*\*

(2) Monthly rates and charges:

a. Monthly water rates and charges for users of water from the village system within the incorporated municipal limits shall be as follows:

1. Monthly readiness to serve charge by unit:

**Inside Village (by Unit)**

| Customer Class | FY 2014  | FY 2015  | FY 2016  | FY 2017  | FY 2018          | FY 2019          |
|----------------|----------|----------|----------|----------|------------------|------------------|
|                |          |          |          |          |                  |                  |
| Residential    | \$ 10.04 | \$ 10.49 | \$ 10.96 | \$ 11.45 | \$ 11.97         | \$ 12.27         |
| Multi-family   | 8.03     | 8.39     | 8.77     | 9.16     | 9.57             | 9.81             |
| Commercial     | 35.14    | 36.72    | 38.37    | 40.10    | <del>41.90</del> | <del>42.95</del> |

(Commercial shall be based on meter size beginning October 1, 2017)

|              |          |          |          |
|--------------|----------|----------|----------|
| 5/8" or 3/4" | \$40.10  | \$41.90  | \$42.95  |
| 1"           | \$40.10  | \$41.90  | \$42.95  |
| 1 1/2"       | \$75.39  | \$78.78  | \$80.75  |
| 2"           | \$117.61 | \$122.90 | \$125.97 |
| 3"           | \$230.52 | \$240.89 | \$246.91 |
| 4"           | \$357.30 | \$373.37 | \$382.70 |
| 6"           | \$707.45 | \$739.28 | \$757.76 |

2. Monthly water consumption charge per 1,000 gallons of metered water:

**Monthly Water Consumption Charges  
Inside Village (\$ per 1,000 gallons)**

| Customer Class                                           | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 |
|----------------------------------------------------------|---------|---------|---------|---------|---------|---------|
|                                                          |         |         |         |         |         |         |
| Residential                                              |         |         |         |         |         |         |
| Volume blocks                                            |         |         |         |         |         |         |
| 0—6K                                                     | \$ 2.50 | \$ 2.61 | \$ 2.73 | \$ 2.85 | \$ 2.98 | \$ 3.05 |
| 7—20K                                                    | 3.25    | 3.40    | 3.55    | 3.71    | 3.88    | 3.98    |
| 21K+                                                     | 4.00    | 4.18    | 4.37    | 4.57    | 4.78    | 4.90    |
| Multi-family (volume blocks are for each apartment unit) |         |         |         |         |         |         |
| Volume blocks                                            |         |         |         |         |         |         |
| 0—4K                                                     | \$ 2.50 | \$ 2.61 | \$ 2.73 | \$ 2.85 | \$ 2.98 | \$ 3.05 |
| 5—10K                                                    | 3.25    | 3.40    | 3.55    | 3.71    | 3.88    | 3.98    |
| 11K+                                                     | 4.00    | 4.18    | 4.37    | 4.57    | 4.78    | 4.90    |
|                                                          |         |         |         |         |         |         |
| Commercial                                               |         |         |         |         |         |         |
| (actual volume used)                                     | \$ 3.13 | \$ 3.27 | \$ 3.42 | \$ 3.57 | \$ 3.73 | \$ 3.82 |

- b. Monthly water rates and charges for users of water from the village system, outside the incorporated municipal limits, but within the defined service area:

## 1. Readiness to serve customer service unit:

**Monthly Readiness to Serve Charges  
Outside Village (by Unit)**

| Customer Class | FY 2014  | FY 2015  | FY 2016  | FY 2017  | FY 2018          | FY 2019          |
|----------------|----------|----------|----------|----------|------------------|------------------|
|                |          |          |          |          |                  |                  |
| Residential    | \$ 12.55 | \$ 13.11 | \$ 13.70 | \$ 14.32 | \$ 14.96         | \$ 15.33         |
| Multi-Family   | 10.04    | 10.49    | 10.96    | 11.45    | 11.97            | 12.27            |
| Commercial     | 43.93    | 45.91    | 47.98    | 50.14    | <del>52.40</del> | <del>53.71</del> |

(Commercial shall be based on meter size beginning October 1, 2017)

|  |              |          |          |          |
|--|--------------|----------|----------|----------|
|  | 5/8" or 3/4" | \$50.14  | \$52.40  | \$53.71  |
|  | 1"           | \$50.14  | \$52.40  | \$53.71  |
|  | 1 1/2"       | \$94.23  | \$98.10  | \$100.93 |
|  | 2"           | \$147.01 | \$153.63 | \$157.46 |
|  | 3"           | \$288.15 | \$301.11 | \$308.64 |
|  | 4"           | \$442.88 | \$466.71 | \$478.38 |
|  | 6"           | \$884.31 | \$924.10 | \$947.20 |

## 2. Monthly water consumption charge per 1,000 gallons of metered water:

**Monthly Water Consumption Charge  
Outside Village (\$ per 1,000 gallons)**

| Customer Class                                           | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 |
|----------------------------------------------------------|---------|---------|---------|---------|---------|---------|
|                                                          |         |         |         |         |         |         |
| Residential                                              |         |         |         |         |         |         |
| Volume blocks                                            |         |         |         |         |         |         |
| 0—6K                                                     | \$ 3.13 | \$ 3.27 | \$ 3.42 | \$ 3.57 | \$ 3.73 | \$ 3.82 |
| 7—20K                                                    | 4.06    | 4.24    | 4.43    | 4.63    | 4.84    | 4.96    |
| 21K+                                                     | 5.00    | 5.23    | 5.47    | 5.72    | 5.98    | 6.13    |
| Multi-family (volume blocks are for each apartment unit) |         |         |         |         |         |         |
| Volume blocks                                            |         |         |         |         |         |         |
| 0—4K                                                     | \$ 3.13 | \$ 3.27 | \$ 3.42 | \$ 3.57 | \$ 3.73 | \$ 3.82 |
| 5—10K                                                    | 4.06    | 4.24    | 4.43    | 4.63    | 4.84    | 4.96    |
| 11K+                                                     | 5.00    | 5.23    | 5.47    | 5.72    | 5.98    | 6.13    |
| Commercial                                               |         |         |         |         |         |         |
| (actual volume used)                                     | 3.91    | 4.09    | 4.27    | 4.46    | 4.66    | 4.78    |

\*\*\*\*



f. Wastewater rates and charges within the village limits:

1. A monthly readiness to serve charge by unit.

**Monthly Wastewater Readiness to Serve  
Charges Inside Village (by Unit)**

| Customer Class | FY 2014 | FY 2015 | FY 2016 | FY 2017  | FY 2018          | FY 2019          |
|----------------|---------|---------|---------|----------|------------------|------------------|
| Residential    | \$ 9.06 | \$ 9.47 | \$ 9.90 | \$ 10.35 | \$ 10.82         | \$ 11.09         |
| Multi-Family   | 7.25    | 7.58    | 7.92    | 8.28     | 8.65             | 8.87             |
| Commercial     | 31.71   | 33.14   | 34.63   | 36.19    | <del>37.82</del> | <del>38.77</del> |

(Commercial shall be based on water meter size beginning October 1, 2017)

|              |          |          |          |
|--------------|----------|----------|----------|
| 5/8" or 3/4" | \$36.19  | \$37.82  | \$38.77  |
| 1"           | \$36.19  | \$37.82  | \$38.77  |
| 1 1/2"       | \$68.03  | \$71.10  | \$72.88  |
| 2"           | \$106.13 | \$110.92 | \$113.69 |
| 3"           | \$208.01 | \$217.40 | \$222.83 |
| 4"           | \$322.42 | \$336.97 | \$345.39 |
| 6"           | \$638.39 | \$660.46 | \$676.96 |

2. Monthly wastewater charge per 1,000 gallons of metered water:

**Monthly Wastewater Consumption Charges  
Inside Village (\$ per 1,000 gallons)**

| Customer Class | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018     | FY 2019 |
|----------------|---------|---------|---------|---------|-------------|---------|
| Residential    | \$ 5.88 | \$ 6.14 | \$ 6.42 | \$ 6.71 | \$ 7.01     | \$ 7.19 |
| Multi-Family   | 5.88    | 6.14    | 6.42    | 6.71    | <u>7.01</u> | 7.19    |
| Commercial     | 5.88    | 6.14    | 6.42    | 6.71    | <u>7.01</u> | 7.19    |

Residential and multi-family accounts shall not be charged for more than 8,000 gallons per dwelling unit per month.

g. Monthly wastewater rates and charges outside the incorporated municipal limits:

1. Monthly readiness to serve charge by unit:

**Monthly Wastewater Customer Service Charges  
Outside Village (by unit)**

| Customer Class | FY 2014  | FY 2015  | FY 2016  | FY 2017  | FY 2018          | FY 2019          |
|----------------|----------|----------|----------|----------|------------------|------------------|
|                |          |          |          |          |                  |                  |
| Residential    | \$ 11.33 | \$ 11.84 | \$ 12.37 | \$ 12.93 | \$ 13.51         | \$ 13.85         |
| Multi-Family   | 9.06     | 9.47     | 9.90     | 10.35    | 10.82            | 11.09            |
| Commercial     | 39.64    | 41.42    | 43.28    | 45.23    | <del>47.27</del> | <del>48.45</del> |

(Commercial shall be based on water meter size beginning October 1, 2017)

|                |              |          |          |          |
|----------------|--------------|----------|----------|----------|
|                | 5/8" or 3/4" | \$45.23  | \$47.27  |          |
| <u>\$48.45</u> |              |          |          |          |
|                | 1"           | \$45.23  | \$47.27  | \$48.45  |
|                | 1 1/2"       | \$85.04  | \$88.88  | \$91.10  |
|                | 2"           | \$132.66 | \$138.65 | \$142.10 |
|                | 3"           | \$260.01 | \$271.75 | \$278.54 |
|                | 4"           | \$403.03 | \$421.18 | \$431.74 |
|                | 6"           | \$797.99 | \$825.58 | \$846.20 |

2. Monthly wastewater charge per 1,000 gallons of metered water:

**Monthly Wastewater Consumption Charge  
Outside Village (\$ per 1,000 gallons)**

| Customer Class | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 |
|----------------|---------|---------|---------|---------|---------|---------|
|                |         |         |         |         |         |         |
| Residential    | \$ 7.35 | \$ 7.68 | \$ 8.03 | \$ 8.39 | \$ 8.77 | \$ 8.99 |
| Multi-Family   | 7.35    | 7.68    | 8.03    | 8.39    | 8.77    | 8.99    |
| Commercial     | 7.35    | 7.68    | 8.03    | 8.39    | 8.77    | 8.99    |

Residential and multi-family accounts shall not be charged for more than 8,000 gallons per dwelling unit per month.

**Monthly Wastewater Readiness to Serve Charges  
Large Users Inside**

| Readiness to serve | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 |
|--------------------|---------|---------|---------|---------|---------|---------|
|                    |         |         |         |         |         |         |
|                    | \$31.71 | \$33.14 | \$34.83 | \$36.19 | \$37.82 | \$38.77 |

**Monthly Wastewater Readiness to Serve Charges  
Large Users Outside**

| Readiness to serve | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 |
|--------------------|---------|---------|---------|---------|---------|---------|
|                    |         |         |         |         |         |         |
|                    | \$39.64 | \$41.42 | \$43.28 | \$45.23 | \$47.27 | \$48.45 |

The monthly Cross Connection Control Program Fee for users of the water from the village system within the incorporated municipal limits and the outside the incorporated municipal limits, but within the defined village service area, shall be as follows:

**Inside Village (per assembly unit)**

| Commercial | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 |
|------------|---------|---------|---------|---------|---------|---------|
|            |         |         |         |         |         |         |
|            | \$5.45  | \$5.61  | \$5.78  | \$5.95  | \$6.13  | \$6.31  |

The aforementioned monthly cross connection control program fee for commercial users of water from the village system within the incorporated municipal limits shall be in addition to any rate or charge otherwise assessed under Chapter 78 of the Village Code of Ordinances, including, but not limited to, the monthly readiness to serve charge assessed per unit. The monthly cross connection control program fee is only applicable to those commercial users who have or are required to have a backflow assembly installation at their property.

\*\*\*\*

(4) Meter connection fees are as follows:

a. Water meter connection fees:

| Meter Size (inches) | Amount    |
|---------------------|-----------|
| 5/8 or 3/4          | \$ 650.00 |
| 1                   | 800.00    |
| 1½                  | 1,000.00  |
| 2                   | 1,250.00  |
| 3                   | *         |
| 4                   | *         |
| 6                   | *         |

\* Connection fees will be determined for each installation by the village manager. Fees will be based on actual costs for meter, related equipment and installation.

b. Water main connections: \$17.00 per front foot of abutting property.

c. Wastewater line connections: \$28.00 per front foot of abutting property.

d. Hydrant meter connection fees:

A deposit of \$500.00 for meters smaller than 2" and \$1,000 for meters 2" and larger, plus a \$50.00 meter set charge. All Hydrant meters shall be billed monthly. The bill shall include the Readiness to Serve Charge based on meter size plus the commercial rate for gallons used. There is a one-year limit on the amount of time a customer may use a hydrant meter.

**Section 3. Codification.** The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

**Section 4. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 5. Severability.** If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon adoption.

Council Member \_\_\_\_\_, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

|                                | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|--------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LIZ SHIELDS, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DAWN MARIE COX, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Commercial Rate Comparison  
FY 2017 Projected

*Currently Billing*

| Code           | Total               | Units        |              |       |
|----------------|---------------------|--------------|--------------|-------|
|                |                     |              | \$ 46,430.98 | Water |
|                |                     |              | \$ 34,821.84 | Sewer |
| 152            | 29,032.40           | 724          |              |       |
| 252            | 22,727.32           | 628          |              |       |
| 352            | 17,398.58           | 347          |              |       |
| 452            | 11,985.95           | 265          |              |       |
| 254            | 108.57              | 3            |              |       |
| <b>Revenue</b> | <b>\$ 81,252.82</b> | <b>Units</b> | <b>1967</b>  |       |

41003-34361

*Water Only*

| Meter Size               | Inside              | Meters        | Outside    | Meters |
|--------------------------|---------------------|---------------|------------|--------|
| 5/8                      | 13,353.30           | 333           | 9,025.20   | 180    |
| 1"                       | 4,731.80            | 118           | 2,456.86   | 49     |
| 1.5"                     | 4,071.06            | 54            | 1,601.91   | 17     |
| 2"                       | 6,938.99            | 59            | 2,940.20   | 20     |
| 3"                       | 922.08              | 4             | 1,152.60   | 4      |
| 4"                       | 1,429.20            | 4             | 885.76     | 2      |
| 6"                       | -                   | 0             | -          | 0      |
| <b>Projected Revenue</b> | <b>\$ 49,508.96</b> | <b>Meters</b> | <b>844</b> |        |
| <b>Profit</b>            | <b>3,077.98</b>     |               |            |        |

*Sewer Only*

| Meter Size               | Inside              | Meters        | Outside    | Meters |
|--------------------------|---------------------|---------------|------------|--------|
| 5/8                      | 10,422.72           | 288           | 5,789.44   | 128    |
| 1"                       | 3,112.34            | 86            | 1,537.82   | 34     |
| 1.5"                     | 3,061.35            | 45            | 1,105.52   | 13     |
| 2"                       | 4,775.85            | 45            | 2,653.20   | 20     |
| 3"                       | 832.04              | 4             | 1,040.04   | 4      |
| 4"                       | 967.26              | 3             | 403.03     | 1      |
| 6"                       | -                   | -             | -          | -      |
| <b>Projected Revenue</b> | <b>\$ 35,700.61</b> | <b>Meters</b> | <b>671</b> |        |
| <b>Profit</b>            | <b>878.77</b>       |               |            |        |



## Non-residential Water Capacity/Base Facility Charge\*

| Meter Size | West Palm | Seacoast | Jupiter  | Boca Raton | Palm Springs Proposed | Lake Worth | Delray Beach | Palm Beach County |
|------------|-----------|----------|----------|------------|-----------------------|------------|--------------|-------------------|
| 5/8 inch   | \$21.43   | \$19.09  | \$20.91  | N/A        | (1) 40.10             | \$18.75    | N/A          | \$25.74           |
| ¾ inch     | 32.69     | N/A      | 20.91    | \$26.88    | (1) 40.10             | 18.75      | \$15.72      | 25.74             |
| 1 inch     | 53.61     | 48.50    | 52.28    | 26.88      | 40.10                 | 39.82      | 24.26        | 87.64             |
| 1 ½ inch   | 107.28    | 95.86    | 104.55   | 53.05      | 75.39                 | 74.91      | 45.47        | 139.44            |
| 2 inch     | 171.65    | 152.69   | 167.28   | 87.71      | 117.61                | 117.04     | 71.02        | 236.56            |
| 3 inch     | 321.87    | 304.22   | 261.38   | N/A        | 230.52                | 229.37     | 151.97       | 626.65            |
| 4 inch     | 536.45    | 474.70   | 522.75   | 344.98     | 357.30                | 355.73     | 271.14       | 966.58            |
| 6 inch     | 1,072.90  | 948.24   | 1,254.60 | 796.88     | 707.45                | 706.75     | 598.96       | (2)               |
| 8 inch     | 1,716.60  | 1,516.51 | 1,568.25 | 1,416.06   | N/A                   | N/A        | 1,024.56     |                   |
| 10 inch    | 2,467.63  | N/A      | 2,091.00 | 2,378.46   | N/A                   | N/A        | 1,620.58     |                   |
| 12 inch    | 4,608.05  | N/A      | N/A      | 3,512.47   | N/A                   | N/A        | N/A          |                   |

\*Includes Customer or Point of Service Charge, if any.

(1) Current minimum charge for one unit

(2) Based on projected usage for 6 inch and larger meters.

## Non-residential Sewer Capacity/Base Facility Charge\*

| Meter Size | West Palm | Seacoast | Jupiter | Boca Raton | Palm Springs Proposed | Lake Worth | Delray Beach | Palm Beach County |
|------------|-----------|----------|---------|------------|-----------------------|------------|--------------|-------------------|
| 5/8 inch   | \$12.24   | \$29.35  | (4)     | N/A        | (1) 36.19             | \$12.06    | N/A          | \$32.37           |
| ¾ inch     | 18.38     | N/A      |         | (3)        | (1) 36.19             | 12.06      | 18.04        | 32.37             |
| 1 inch     | 30.65     | 70.59    |         |            | 36.19                 | 24.29      | 30.10        | 123.83            |
| 1 ½ inch   | 61.20     | 139.30   |         |            | 68.03                 | 44.69      | 59.95        | 202.33            |
| 2 inch     | 97.93     | 221.78   |         |            | 106.13                | 69.17      | 95.97        | 362.58            |
| 3 inch     | 183.62    | 441.69   |         |            | 208.11                | 134.42     | 210.14       | 930.73            |
| 4 inch     | 308.31    | 689.08   |         |            | 322.42                | 207.83     | 378.12       | 1,424.41          |
| 6 inch     | 612.03    | 1,376.31 |         |            | 638.39                | 411.79     | 840.35       | (2)               |
| 8 inch     | 979.28    | 2,200.97 |         |            | N/A                   | N/A        | 1,441.74     |                   |
| 10 inch    | 1,407.72  | N/A      |         |            | N/A                   | N/A        | 2,282.80     |                   |
| 12 inch    | 2,633.60  | N/A      |         |            | N/A                   | N/A        | N/A          |                   |

\*Includes Customer or Point of Service Charge, if any.

(1) Current minimum charge for one unit.

(2) Based on projected usage for 6 inch and larger meters.

(3) Boca Raton only charges a base charge for water.

(4) Jupiter is served by the Loxahatchee Water Control District. Their rates are based on "Equivalent Connections" and are not directly comparable.

**COMPARISON OF UNIT BASED VERSUS METER BASED  
READINESS TO SERVE CHARGE**

The following are examples to better understand the proposed fee change:

Calculating the Readiness to Serve Charge of providing water/wastewater for a laundromat with a two in meter and a 12 bay strip center with a one inch meter serving the entire center utilizing the existing Code the commercial customer would pay the following based on number of units:

| <b>Business</b> | <b>Number of Units</b> | <b>Meter Size</b> | <b>Water/ Wastewater<br/>Readiness to Serve Charge</b> |
|-----------------|------------------------|-------------------|--------------------------------------------------------|
| Laundromat      | 1                      | 2 inch(es)        | \$ 76.29 Month                                         |
| Strip Center    | 12                     | 1 inch(es)        | \$915.48 Month                                         |

Utilizing the proposed amendment the commercial customers would pay the following based on the size of the Meter:

| <b>Business</b> | <b>Number of Units</b> | <b>Meter Size</b> | <b>Water/ Wastewater<br/>Readiness to Serve Charge</b> |
|-----------------|------------------------|-------------------|--------------------------------------------------------|
| Laundromat      | 1                      | 2 inch(es)        | \$223.74 Month                                         |
| Strip Center    | 12                     | 1 inch(es)        | \$ 76.29 Month                                         |

## Hydrant Meter Charges

|                  | Boca Raton                 | Delray Beach             | West Palm Beach            | Jupiter                 | Lake Worth   | Palm Springs |
|------------------|----------------------------|--------------------------|----------------------------|-------------------------|--------------|--------------|
| Deposit          | \$1,000.00 + \$200 set fee | \$750.00 + \$150 set fee | \$1,500.00 + \$275 set fee | \$550.00 + \$25 set fee | \$525.00     | \$500.00     |
| Charge per month | Base + usage               | Base + usage             | Base + usage               | Base + usage            | \$214.06 min | N/A          |

## **NOTICE OF PUBLIC HEARING**

The Village of Palm Springs proposes to adopt:

Public Hearings on the proposed ordinance will be held in Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following dates:

Regular Council Meeting, Thursday, September 14, 2017 at 6:30 PM  
Regular Council Meeting, Thursday, September 28, 2017 at 6:30 PM

### **ORDINANCE NO. 2017-22**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78, "UTILITIES", ARTICLE I "IN GENERAL", SECTION 78-1, "SCHEDULE OF FEES", IN ORDER TO CHANGE THE BASIS FOR THE READINESS TO SERVE CHARGE TO COMMERCIAL CUSTOMERS FROM THE NUMBER OF UNITS TO METER SIZE AND TO CODIFY CHARGES FOR HYDRANT METERS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.**

The ordinances and/or resolutions in their entirety may be inspected at the Village Clerk's office Monday through Friday between 8:00 AM and 5:00 PM. All interested parties may appear at the meeting and be heard with respect to the proposed ordinance at the public hearing.

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose 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. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 days prior to the meeting in order to request such assistance.

Kimberly M. Wynn, Village Clerk

PUBLISH: August 31, 2017 and September 7, 2017 – Lake Worth Herald



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Land Development

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**ITEM #20:** Ordinance No. 2017-11- Village Code Amendments - Chapter 34 - Sign Regulations

**SUMMARY:** This item is being continued to the September 28, 2017 Meeting.

**FISCAL IMPACT:**

**ATTACHMENTS:**

None





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** September 14, 2017

**DEPARTMENT:** Administration

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**ITEM #21:** Approve 2018 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs

**SUMMARY:** The Village Council is requested to consider the proposed 2018 Legislative Appropriations, Grants, Priorities & Issues statement. If approved, the proposed legislative statement will be presented to the Village's State Senate and the Representative as well as the Palm Beach County Legislative Delegation for consideration.

If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support (i.e., appropriations and grants) from the State of Florida to address various infrastructure and recreational needs and improvements. Additionally, proposed legislative recommendations would be provided to protect the Village's home rule authority as well as to enable the Village to operate more effectively and efficiently.

**FISCAL IMPACT:**

If approved, the Village would present the proposed 2018 Legislative Appropriations, Grants, Priorities and Issues to the Village's State Senate and House Representative as well as the Palm Beach County Legislative Delegation. If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support from the state of Florida for various needs and improvements and to promote the protection of our Home Rule Authority.

**ATTACHMENTS:**

1. Proposed 2018 Legislative Appropriations, Grants, Policies, Priorities & Issues - Village of Palm Springs



## **2018 Legislative Appropriations, Grants, Priorities & Issues**

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### **2018 Appropriation Request:**

1. Stormwater Drainage Improvements along 10<sup>th</sup> Ave North and Davis Road - \$450,000 (25% Village Match)
2. Water and Wastewater Utility Improvements – Amount To Be Determined

\*Note: The Village requested funding for the above referenced stormwater project within the 2015, 2016 and 2017 Legislative sessions and were not recommended for funding.

### **2018 Grant Request:**

1. Florida Recreation Development Assistance Program (FRDAP) – Sable Palm Park Field & Lighting Improvements - \$50,000 (Non-Matching)
2. Florida Recreation Development Assistance Program (FRDAP) – Village Center Complex Improvements - \$400,000 (\$200,000 Village Match)

\*Note: The Village has requested \$400,000 FRDAP grants the past three (3) legislative sessions; however, funding was not provided. The Village did receive funding for a smaller (\$50,000) application for the new Fox Tail Palm Park improvements (awarded in 2016), which did not require a match by the Village.

### **2018 Requested Legislative Amendments:**

1. Municipal Home Rule - Strong “Home Rule” powers ensure that city governments remain accountable to and in keeping with the concerns of its citizenry; intrusion upon “Home Rule” authority by the state government undermines the fundamental constitutional right of Village citizens to govern themselves
2. Community Redevelopment Agencies (CRAs) – Protect/preserve the use of CRAs, and strengthen accountability and transparency requirements for CRAs, but do not restrict CRAs, use of tax increment financing or a city’s ability to revitalize and redevelop struggling areas
3. Elections – Home Rule Authority – Enable the Village to determine the date of municipal elections and not be required to change election dates to a unified state election date
4. Opioid Epidemic – Ensure Florida and our local municipalities have the tools needed to punish drug pushers who sell fentanyl and other opiates to abusers
5. FDRAP – Appropriate funds to provide local government assistance with development of parks/outdoor recreation facilities
6. Annexation – Involuntary Process – Remove language requiring referendum if not property owner

7. Property Liens – Utility Billing – Ability to lien properties that do not pay utility bills if Village does not maintain Revenue Bonds
8. Forfeiture Funding – Police Department – Expand the Village’s ability to use these funds to support additional police activities, uniforms, Emergency Operations Center, etc.
9. Land Development Regulations – Preserve local police powers and zoning authority to regulate uses, require performance standards, and restrict use of property pursuant to the Village’s vision and small town characteristics
10. Business Tax Receipts – Safeguard municipalities’ authority to assess an annual fee on businesses operating within the municipal limits
11. Transient Uses in Residential Neighborhoods (Sober Homes and Short Term Vacation Rentals) – Restore local zoning authority to regulate vacation rental properties that create commercial activity in residential neighborhoods; Require certification/registration for recovery residences and promote the Oxford House model for self-governance to mitigate nuisance in neighborhoods and burden on local governments
12. Charter Schools – Remove the ability to utilize incentives (i.e., gift cards, raffles, etc.) to increase enrollment counts and require new projects to meet local government codes
13. Shopping Carts Regulations – Permit local governments with the opportunity to ensure that businesses are responsible for maintaining carts and not putting this financial burden on Village

Note: The proposed annexation bill (Clemens/Silvers) pertaining to involuntary annexations did not move through committees during the 2017 Legislative Session. The Village had requested assistance with amending the state’s involuntary annexation statute within the 2015 & 2016 Legislative Session; however, a bill was not presented for consideration.

A new bill will be presented during the 2018 legislative session that was prepared by multiple cities around the State (and supported by an Ad-Hoc Committee of the Florida League of Cities) to address the Village’s concerns with the language pertaining to involuntary annexations. Staff will provide the Village’s Legislative Delegation, as well as the Florida League of Cities, Palm Beach County League of Cities, Palm Beach County and Treasure Coast Regional Planning Council with the proposed bill once it is filed for consideration by the House and Senate during the 2018 legislative session.